



## DEPARTMENT OF PARKS AND RECREATION

16161 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604 • [www.HernandoCounty.us](http://www.HernandoCounty.us)  
PARKS AND RECREATION • P 352.754.4031 • F 352.754.4415

# Memo

To: Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer

From: Keith A. Larson Parks and Recreation Project Manager

Subject: 24000926 Kennedy Park and Pioneer Park Playground equipment and Installation

Date: 02/25/2025

The Kennedy Park and Pioneer Park playground project is complete. I am forwarding the following documents for processing: 24-P0158

- 1) Final Payment Checklist
- 2) Final Payment Request #1
- 3) Vendor Performance Evaluation

Please proceed with the agenda item to the Board of County Commissioners for final approval of the Kennedy Park and Pioneer Park playground project.

The original amount, including change orders, came to \$239,952.23.

The final invoice due to complete the project comes to \$239,952.23. Funding is available in accounts:

01 Kennedy Park: 04441 5606301 for \$115,054.25 Project code 111909

02 Pioneer Park: 04441 5606301 for \$124,987.98 Project code 111909

If any additional information is needed, please contact me

Kind regards,  02/25/2025

**HERNANDO COUNTY PURCHASING AND CONTRACTS  
 VENDOR PERFORMANCE EVALUATION  
Contracts/Term Contracts**

Vendor/Contractor: <b>Top Line Recreation Inc.</b>	County Dept.: <b>Parks and Recreation</b>	Contract No. and Title: <b>24-P0158</b>
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The Purchasing and Contracts Department would like your opinion of this Vendor/Contractor. This evaluation will be kept on file in the Purchasing Department and referred to when recommending future Contracts.

Return completed form to: \_\_\_\_\_

This information will also be shared with the Vendor/Contractor to inform them of commendable as well as deficient areas in their service. Please complete all that apply.

	<b>Rating Scale:</b>		<b>Poor</b>	<b>Average</b>	<b>Excellent</b>
Delivery/Service – made on date/time/schedule ordered or promised	1	2	3	4	5
Delivery/Service – made to destination	1	2	3	4	5
Delivery/Service – according to Contract	1	2	3	4	5
Delivery/Service – condition	1	2	3	4	5
Quality – product or service according to Contract	1	2	3	4	5
Quality – product or service, as ordered, no substitutions or subcontracting	1	2	3	4	5
Quality – product or service, workmanship/installation	1	2	3	4	5
Quality – product or service, overall opinion	1	2	3	4	5
Invoicing/pricing – per Contract	1	2	3	4	5
Communication	1	2	3	4	5
Professional conduct	1	2	3	4	5
Problem Solving – willingness to work with County on resolution to problems	1	2	3	4	5

Comments:

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**HERNANDO COUNTY PURCHASING AND CONTRACTS**  
**VENDOR PERFORMANCE EVALUATION**  
Contracts/Term Contracts

Specific suggestions for improvement:

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Would you recommend this Vendor/Contractor for another County Contract?     Yes     No  
Please explain

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Evaluated by:

Reviewed by:

*Walter Lauer*

02/25/2025

Signature

Date

*Fran Hallett*

3/3/25

For Chief Procurement Officer

Date

HERNANDO COUNTY CONSTRUCTION CONTRACT  
FINAL PAYMENT CHECKLIST

Bid No: \_\_\_\_\_ Project No: 24000926 Date: 02/24/2025

Contractor Name: Top Line Recreation Inc.

The following items have been secured by the Parks & Rec department for the project known as Playground Equipment and installation for Kennedy park and Pioneer Park.

Contract No: 24-P0158, and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Price: \$239,952.23 Final Contract Price (including all change orders): \$239,952.23

Performance Bond Increase Required: Yes  No

Date of Notice to Proceed: 04/23/2025 Amount of Liquidated Damages: \$0.00

Substantial Completion Time:\* 276 Calendar Days

Substantial Completion Time (including Change Orders):\* 276 Calendar Days

Final Completion Time:\* 283 Calendar Days

Final Completion Time (including Change Orders):\* 283 Calendar Days

Actual Substantial Completion Time:\* 276 Calendar Days

Actual Final Completion Time (including Change Orders):\* 283 Calendar Days

Completed		
Yes	No	
<u>X</u>	_____	1. All Punch List items completed _____ (Date).
<u>X</u>	_____	2. Warranties and Guarantees assigned to County.
<u>X</u>	_____	3. General one year warranty from Contractor <u>1/31/25</u> (Effective Date).
<u>X</u>	_____	4. Operation and Maintenance manuals for equipment and system.
<u>X</u>	_____	5. Record drawings obtained.
<u>X</u>	_____	6. County personnel trained on system and equipment operation.
<u>X</u>	_____	7. Certificate of Occupancy _____ or Compliance <u>X</u>
<u>X</u>	_____	8. Certificate of Substantial Completion* <u>01/25/2025</u> (Date)
<u>X</u>	_____	9. Department's Final Inspection Report* when Applicable. <u>N/A</u> (Date)
_____	<u>X</u>	10. Final Payment Certification and Affidavit from Contractor.
_____	<u>X</u>	11. Owner's Representative's Certificate of Final Inspection. _____ (Date)
_____	<u>X</u>	12. DBE Participation Certification and justification letter from Contractor (If Applicable).

Completed		
Yes	No	
	X	14. Release of Liens
	X	15. Consent of Surety
	X	16. As-Built Documents (Signed and Sealed)
X		17. Vendor Performance Form _____
X		18. Final Funding Agency Approval, if applicable
		19. Others: Specify:

If any of the above are not applicable, indicate by N/A.

If No is checked to any of the above, explain here: \_\_\_\_\_

NumberS 10, 11, 12, 14, 15, & 16 are not Applicable.

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed: *R.A. Talmage*  
 Department Director or Designee

Date: 2.25.2025

\* These Completion Times and/or Dates to be used, when appropriate, in administering the liquidated damages provision of the Contract Documents.

cc: Purchasing & Contracts

Top Line Recreation, Inc.  
 2922 HOWLAND BLVD -  
 SUITE 4  
 Deltona, FL 32725  
 (800)921-4509  
 soniap@toplinerec.com  
 http://www.toplinerec.com



# INVOICE

**BILL TO**

Hernando County Board of  
 County Commissioners  
 15470 FLIGHT PATH DR  
 BROOKSVILLE, FL 34604

**SHIP TO**

Hernando County Board of  
 County Commissioners  
 15470 FLIGHT PATH DR  
 BROOKSVILLE, FL 34604

**INVOICE #** 4138

**DATE** 01/09/2025

**DUE DATE** 01/09/2025

**TERMS** Due on receipt

**SALES REP**

Kelly Woods - K230-K231

**CUSTOMER PO**

24000926

**QUOTE**

TLRQ5390-01/5391-02

ACTIVITY	QTY	RATE	AMOUNT
<b>PROJECT</b> Pioneer Park - \$124,897.98 School Board Volusia County MTS-906BC Burke			
<b>BURKE</b> Project Number: 134-189467-1	1	52,924.00	52,924.00
<b>SBVC</b> 5.0% Discount per SBVC	1	-2,646.20	-2,646.20
<b>BCI Burke Special Pricing Discount</b>	1	-9,496.80	-9,496.80
<b>FL Engineer Sealed Drawings &amp; Calculations</b>	1	1,156.25	1,156.25
<b>INSTALL</b> Burke #134-177065-1	1	19,087.77	19,087.77
<b>SBVC</b> 5.0% Discount per SBVC	1	-954.39	-954.39
<b>SHADE SYSTEM</b> 38' x 43' Rectangle Mega Span 14' Eave Pier Mounted	1	32,629.00	32,629.00
<b>SBVC</b> 25.0% Discount per SBVC	1	-8,157.25	-8,157.25
<b>FL Engineer Sealed Drawings &amp; Calculations</b>	1	1,218.75	1,218.75
<b>INSTALL</b> Shade Systems 38x43' Rectangle	1	29,146.34	29,146.34
<b>SBVC</b> 5.0% Discount per SBVC	1	-1,457.32	-1,457.32
<b>FREIGHT</b>	1	9,252.71	9,252.71
<b>County Permit Submittal Service</b> Does not include actual cost of permit *Actual receipts billed at cost.	1	2,195.12	2,195.12
<b>PROJECT</b>			

ACTIVITY	QTY	RATE	AMOUNT
Kennedy Park Playground - \$115,054.25 School Board Volusia County MTS-906BC Burke			
<b>BURKE</b> Project Number: 134-189460-1	1	90,272.00	90,272.00
<b>SBVC</b> 5.0% Discount per SBVC	1	-4,513.60	-4,513.60
<b>BCI Burke Special Pricing Discount</b>	1	-17,228.40	-17,228.40
<b>FL Engineer Sealed Drawings &amp; Calculations</b>	1	2,312.50	2,312.50
<b>INSTALL</b> Burke #134-177082-1	1	33,210.00	33,210.00
<b>SBVC</b> 5.0% Discount per SBVC	1	-1,660.50	-1,660.50
<b>STORAGE CONTAINER</b>	1	1,500.00	1,500.00
<b>HAUL</b> Haul off excess dirt and materials	1	1,125.00	1,125.00
<b>DUMPSTER</b>	1	1,000.00	1,000.00
<b>FREIGHT</b>	1	6,787.25	6,787.25
<b>County Permit Submittal Service</b> Does not include actual cost of permit *Actual receipts billed at cost.	1	2,250.00	2,250.00

Thank you for your business!

Pay invoice

SUBTOTAL	239,952.23
TAX (0%)	0.00
TOTAL	239,952.23
BALANCE DUE	<b>\$239,952.23</b>



02/21/2025

Pay-App 01 Final



**HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS**  
15470 FLIGHT PATH DR  
BROOKSVILLE, FL 34604

**PURCHASE ORDER NO. 24000926**

PAGE NO. 1

**V  
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R**  
soniap@toplinerec.com  
61588  
TOP LINE RECREATION INC  
2922 HOWLAND BLVD SUITE  
DELTONA FL 32725

**PDF Copy**

**PARK & RECREATION**  
16161 FLIGHT PATH DRIVE  
P BROOKSVILLE FL 34604  
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O

ORDER DATE: 08/01/24		BUYER: DMERRITT		REQ. NO.: RQ241052	REQ. DATE: 09/30/24
TERMS: NET 30 DAYS		F.O.B.: FOB DESTINATION		DESC: CONTRACT 24-P0158 PLAYGRO	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
<p>This Purchase is a Piggy-Back off Agency Named: Volusia County Schools, in accordance with its Contract No. MTS-906BC, Hernando County File No. 24-P0158/FH , BOCC Use Approved on: 4/23/24, Doc ID No. 13868 . The Contract Terms and Conditions apply, and the Purchase Order terms and conditions do not apply to this purchase. This Contract will expire on: 1/31/25</p> <p>The County Contact Person is: Rob Talmage, Phone Number: (352) 754-4031 The Contractor Contact is: Kelly Woods, Phone Number: (407) 883-8619 Email: kellyw@toplinerec.com</p>					
01	124897.98	EA	PLAYGROUNG EQUIPMENT AND INSTALLATION AT PIONEER PARK (6799 PINEHURST DRIVE)	1.0000	124,897.98
02	115054.25	EA	PLAYGROUNG EQUIPMENT AND INSTALLATION AT KENNEDY PARK (899 KENNEDY BLVD)	1.0000	115,054.25
				PAGE TOTAL \$	239,952.23
				<b>TOTAL \$</b>	<b>239,952.23</b>
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE		
01	04441 5606301	124,897.98	111909		
02	04441 5606301	115,054.25	111909		

**PDF Copy**

*Carl Wood*

\*\*SEE TERMS AND CONDITIONS ON REVERSE SIDE\*\*

**APPROVED BY:**

CHIEF PROCUREMENT OFFICER



**HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS**

**GENERAL**

The condition of this order may not be changed by Vendor/Contractor. If order is not acceptable, return to Hernando County Purchasing and Contracts Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to him or to comply with any of the terms and conditions therein may disqualify him from receiving future orders.

**QUALITY**

All material or services furnished on this order must be as specified and subject to County inspection and approval within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authority from the Chief Procurement Officer. Materials rejected will be returned at the Vendor/Contractor's risk and expense.

**QUANTITY/PRICE**

The quantity of materials ordered or the prices specified must not be exceeded without written authority being first obtained from the Chief Procurement Officer.

**INDEMNITY AND INSURANCE**

The Vendor/Contractor agrees to indemnify and hold harmless Hernando County, including its officers, agents and employees, from all claims, damages, losses and expenses, including reasonable attorneys' fees, and costs brought or incurred on account of injuries or damages sustained by any party due to the operations of the Vendor/Contractor under this contract. The Vendor/Contractor further agrees to provide workers' compensation for all employees, and to maintain such general and auto liability insurance as is deemed necessary by the County for the particular circumstances and operations of the Vendor/Contractor. The Vendor/Contractor further agrees to provide the County with Certificates of Insurance, indicating the amount of coverage in force, upon request.

**PACKING**

Packages must be plainly marked with shipper's name and purchase order number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

**DELIVERY**

All materials must be shipped F. O. B. destination. The County will pay no freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR/CONTRACTOR ARE TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be affected within the time stated on purchase made between 8:00 AM and 5:00 PM Monday to Friday inclusive unless otherwise stated. In case of default by the Vendor/Contractor, Hernando County may procure the articles or services covered by this order from other sources and hold the Vendor/Contractor responsible for any excess occasioned thereby.

**PAYMENT**

Partial billing will be accepted only for items received within the specified delivery period. Payments for items delivered after this specified delivery period will be made after the entire order is completed and accepted by Hernando County. Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate; to the Ship To Address on the front of the purchase order unless otherwise indicated.

**MATERIAL SAFETY DATA SHEET**

The Vendor/Contractor agrees to furnish Hernando County with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statute 442. Appropriate labels and MSDSs shall be provided for all shipments. Send MSDSs and other pertinent data to: Hernando County Purchasing and Contracts Department, 20 North Main Street, Room 365, Brooksville, FL 34601-2828.

**OSHA REQUIREMENT**

The Vendor/Contractor or contractor hereby guarantees Hernando County that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Administration Act of 1970, as from time to time amended and in force at the date thereof.

**LEGALLY AUTHORIZED WORKFORCE**

VENDOR/CONTRACTOR represents and warrants that VENDOR/CONTRACTOR is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States. VENDOR/CONTRACTOR is encouraged (but not required) to incorporate the IMAGE best practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Practices can be found on the COUNTY'S website at [www.hernandocounty.us/pur/](http://www.hernandocounty.us/pur/).

**INSURANCE**

Unless otherwise specified, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below (unless limits have been lowered) and with insurers and under forms of policies satisfactory to COUNTY.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
(a) Worker's Compensation Employer's Liability	Statutory requirements at location of work \$ 100,000 each accident \$ 100,000 by employee \$ 500,000 policy limit
(b) Commercial General Liability (Additional Insured & Waiver Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence \$ 5,000 Medical Expense
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident