



**HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS**

15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 23000684-1

PAGE NO. 1

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soniap@toplinerec.com

61588

TOP LINE RECREATION INC
2922 HOWLAND BLVD SUITE
DELTONA FL 32725

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MARKER & RECREATION
16161 FLIGHT PATH DRIVE
BROOKSVILLE FL 34604

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ORDER DATE: 03/29/23			BUYER: DMERRITT			REQ. NO.: RQ230736		REQ. DATE: 09/30/23	
TERMS: NET 30 DAYS			F.O.B.: FOB DESTINATION			DESC.: CIP #111911 - DELTA WOODS			
ITEM#	QUANTITY	UOM	DESCRIPTION				UNIT PRICE		EXTENSION
<p>This Purchase is a Piggy-Back off Agency Named: St. Johns County Board, in accordance with its Contract No. 2022-16, Hernando County File No. 22-PC0148/DK, BOCC Use Approved on: 2/28/2023, Doc ID No. 11835. The Contract Terms and Conditions apply, and the Purchase Order terms and conditions (This PO) do not apply to this purchase. This Contract will expire on: 6/30/2023 .</p> <p>The County Contact Person is: Chris Linsbeck, Phone Number: (352) 754-4027.</p> <p>The Contractor Contact is: Kelly Woods, Phone Number: (407) 883-8619.</p> <p>9/14/23 Change Order 1 -FH</p> <p>THIS CHANGE ORDER INCREASES THE PURCHASE ORDER BY \$3,000.00 TO ALLOW FOR THE ADDITIONAL TWO LOADS OF GRAVEL NEEDED TO BRING THE SUB GRADE ELEVATION UP TO THE PLAYGROUND SURFACE LEVEL. NEW PURCHASE ORDER AMOUNT \$232892.35.</p> <p>NEW LINE ITEM AMOUNT:</p> <p>LINE 1: 04441-5606301 = \$232892.35</p> <p>4441-5606301 1 3000.00</p>									

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$
				TOTAL \$

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[Signature]

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/.

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 & Wavier Of Subrogation)	\$ 2,000,000 General Aggregate \$ 2,000,000 Products-Comp. Ops Agg. \$ 1,000,000 Each Occurrence
(c) Automobile Liability Option of Split Limits: (1.) Bodily Injury	\$ 5,000 Medical Expense \$ 1,000,000 Combined Single Limit (owned, hired and non-owned) \$ 1,000,000 Per Person or \$1,000,000 Per Accident



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soniap@toplinerec.com

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2922 HOWLAND BLVD SUITE
DELTONA FL 32725

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PARKS & RECREATION
16161 FLIGHT PATH DRIVE
BROOKSVILLE FL 34604

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ORDER DATE: 03/29/23		BUYER: DMERRITT		REQ. NO.: RQ230736		REQ. DATE: 09/30/23	
TERMS: NET 30 DAYS			F.O.B.: FOB DESTINATION		DESC.: CIP #111911 - DELTA WOODS		
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE		EXTENSION
<div>01 232892.35 EA CIP #111911: DELTA WOODS PARK1.0000232,892.35</div> <div>PLAYGROUND PER QUOTE #TLRQ4969</div>							
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$		232,892.35
01	04441	5606301	232,892.35	111911	TOTAL \$		232,892.35

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[Signature]

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY:

CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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01	3000.00	EA	CIP #111911: DELTA WOODS PARK PLAYGROUND PER QUOTE #TLRQ4969				.0000	3,000.00	
							PAGE TOTAL \$ 3,000.00		
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01	04441		5606301	3,000.00	111911				

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HERNANDO COUNTY

PURCHASING REVIEW FORM

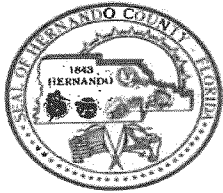
Procurement Contract:	Fran Hallet
Contract purpose: (Briefly describe)	22-PC0148 – Delta Woods Park Playground PO 23000684
Vendor Name:	Top Line Recreation Inc
REQ#ITB/ RFP/Q#:	Change Order 1
Received Document	

Procurement Agent Review:	<i>Fran Hallet</i>	9/13/23	Fran Hallet
	Signature	Date	Printed Name
Comments:	CHANGE ORDER # 1 IS REQUESTED TO INCREASE PO BY \$3000.00 TO ALLOW FOR THE ADDITIONAL TWO LOADS OF GRAVEL NEEDED TO BRING THE SUB GRADE ELEVATION UP TO THE PLAYGROUND SURFACE LEVEL. NEW PURCHASE ORDER AMOUNT \$232,892.35. No Issues		

Grant Review:			
	Signature	Date	Printed Name
Comments:	N/A		

Chief of Procurement Review:				
	Signature	Date	Printed Name	
Comments:				
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> APPROVED <i>By Carla Rossiter-Smith at 2:44 pm, Sep 14, 2023</i> </div>				

Recommendation:	



Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Rev: 0

Construction Change Order

Owner: Hernando County Board of County Commissioners

Owner's Representative:

Vendor: TOP LINE RECREATION INC

Change Order No. 1
Contract No. 23000684

Change Order Date: 09/12/2023
Contract Date:

Project Description:

DELTA WOODS PARK PLAYGROUND

The Project is Changed as Follows

Justification: THIS CHANGE ORDER INCREASES THE PURCHASE ORDER BY \$3,000.00 TO ALLOW FOR THE ADDITIONAL TWO LOADS OF GRAVEL NEEDED TO BRING THE SUB GRADE ELEVATION UP TO THE PLAYGROUND SURFACE LEVEL. NEW PURCHASE ORDER AMOUNT \$232892.35.

NEW LINE ITEM AMOUNT:

LINE 1: 04441-5606301 = \$232892.35

22-PC0148

Total Addition/Deduction this Change Order: 3,000.00

The Original Contract Sum was	229,892.35
Net Change by previously authorized Change Orders:	.00
The Contract Sum prior to this Change Order was	229,892.35
The Net Amount of this Change Order is:	3,000.00
The new Contract Sum including this Change Order will be	232,892.35

The Contract Time will be changed by this Change Order (Days):

The Date of Substantial Completion as of the date of this Change Order therefore is:

Vendor Name/Address:

TOP LINE RECREATION INC
2922 HOWLAND BLVD SUITE 3
DELTONA, FL 32725

Owner or Owner's Representative:

Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

APPROVED

By Carla Rossiter-Smith at 2:44 pm, Sep 14, 2023

Chief Procurement Office

Date: _____

Authorized Signature

Date: 9/12/23

Distribution:

Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

From: [Robert Talmage](#)
To: [Debbie Merritt](#)
Cc: [Chris Linsbeck](#)
Subject: Delta Woods Playground Change Order
Date: Monday, September 11, 2023 3:36:58 PM
Attachments: [TLRO4969-05.pdf](#)
[image001.png](#)

Hi Debbie!

Welcome Back!!!! Hope you enjoyed your time off!

Would you be able to assist me with issuing a change order for the Delta Woods playground installation? The contractor found that the ground elevation was too low to install the playground surfacing, so they needed to deliver and install an additional 2 loads of gravel to bring the grade up to where it needs to be. Please see the attached invoice for additional information.

Thank you!

Rob Talmage

Parks & Recreation Administrator
Hernando County Parks & Recreation
16161 Flight Path Drive Brooksville, FL 34604
352-754-4031 Ext. 26014
rtalmage@co.hernando.fl.us



QUOTE



Top Line Recreation Inc.
2922 Howland Blvd, Suite 3, Deltona, FL 32725
386-575-8359

QUOTE #	TLRQ4969-05
PROJECT NAME	Delta Woods

Bill to:

Chris Linsbeck
Hernando County Parks & Rec
16161 Flight Path Drive
Brooksville, FL 34604
352-667-1344
CLinsbeck@co.hernando.fl.us

Ship to:

Chris Linsbeck
Hernando County Parks & Rec
Delta Woods Park
2400 Deltona Blvd
Spring Hill, FL 34606
352-667-1344
CLinsbeck@co.hernando.fl.us

SALESPERSON	PAYMENT TERMS	QUOTE CREATED	QUOTE EXPIRES
Kelly Woods	Purchase Order	Sep 11, 2023	Oct 10, 2023

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
Delta Wood Park Change Order				
1	SAFETY1ST	<p>RUBBER POUR IN PLACE PLAYGROUND SAFETY SURFACE</p> <p>When our crew arrived on site to start the stone base/PIP installation it was discovered that the sub grade elevation was lower than required and additional fill and stone would be necessary. The 2 factors creating this condition were:</p> <p>1: The existing playground being removed had wood mulch surfacing that needed to be removed. The existing wood mulch was approximately 10-12" deep. It was necessary to remove all the mulch. This created a sub grade elevation deeper than necessary.</p> <p>2: Tree roots interfering with concrete curb installation. The installer tried to correct the sub grade elevation problem by lowering the elevation of the new concrete ribbon curb. However, due to the large trees remaining around the perimeter of the playground, their heavy root systems prevented the lowering of the concrete curb elevation therefor being unable to mitigate the low sub grade elevation.</p> <p>A site meeting was held Friday 9/8/23 at 8:45 AM. Present were a County representative, Kelly Woods, and me. It was agreed that the low sub grade situation was not the fault of anyone and further agreed that to correct the problem a combination of additional fill furnished by the County and installed by Safety 1st Playgrounds and 2 loads of additional stone furnished by Safety 1st Playgrounds would be necessary and Safety 1st Playgrounds would be compensated in the amount of \$3,000.00. Safety 1st Playgrounds will invoice Top Line recreation and Top Line Recreation will invoice the County.</p>	\$3,000.00	\$3,000.00

QTY	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			SUBTOTAL	\$3,000.00
			TAX RATE	
			SALES TAX	\$0.00
			TOTAL	\$3,000.00

Please contact me if I can be of further assistance.
 KELLY WOODS 407-883-8619



2922 Howland Blvd, Suite 3
Deltona, FL 32725
386-789-4508 / 888-909-0549 Fax
800-921-4509 Toll Free
info@toplinerec.com

Client:

General Terms:

Please note that this order is non-cancelable once placed, and deposit is non-refundable. If shipment is refused when delivery is attempted, carrier will return the shipment to the manufacturer and all resulting charges will be applied to your account.

Acceptance by either a signature or a purchase order based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal including the following:

Prices are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales tax exemption certificate is presented with order. Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted.

Installation Terms:

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready)
- Moving New Equipment to Job Site
- Layout of Equipment
- Installation of Equipment and Materials Per Manufacturer's Instructions
- Trash Clean Up (Dumpsters and Off-Site Trash Disposal not Standard)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (Applicable if Top Line Recreation, Inc is NOT installing):

- Trash Disposal - Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.) \$500.00 Charge will Apply if Customer Wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.
- Provide Access as Outlined below.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation and Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

Building permits

Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on last invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:

Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

If a special inspection is required, an additional fee of \$700.00 will be added to the final invoice.

Acceptance Signature _____ Date _____ P.O. # _____

Tax Exempt No. _____