

# INDEPENDENT CONTRACTOR AGREEMENT

BETWEEN the Owner:

City of Canton  
151 Elizabeth Street  
Canton, Georgia 30114

And the Contractor:

PlayCore Wisconsin dba GameTime  
P.O. Box 520700  
Longwood FL 32752

The Project is: Brown Park Playground

The Owner and Contractor agree as set forth below:

## ARTICLE 1: ACCEPTANCE OF CONTRACT

- 1.1 The terms and conditions of this contract supersede those of Contractor's quotation and are not to be superseded by any contrary or additional terms and conditions stated in Contractor's quotation or acknowledgement or other document unless specifically agreed to in writing in this agreement by the Owner.

## ARTICLE 2: SCOPE OF WORK

- 2.1 Contractor agrees to furnish all labor, material, equipment, supplies, allowances and all other costs including: taxes, insurance, miscellaneous costs, overhead and profit associated with the Brown Park Playground. The work is further described in Quote No. 75698 dated June 16, 2016 and the drawing titled "Brown Park C2" dated June 16, 2016, both of which are made a part of this Contract and are attached hereto. Work items include, but are not limited to the following:
- A) This budget includes: Design, playground equipment, installation, surfacing, delivery charges and taxes.
  - B) Playground shall meet the following certifications, guidelines, rules & regulations:
    - ADA (Americans with Disabilities Act). The playground equipment needs to be inclusive & accessible for those with special needs.
    - CPSC (U.S. Consumer Product Safety Commission)
    - ASTM – F1487 (American Society for Testing & Materials standard for Public Use Playground Equipment). *The most recent edition.*

- IPEMA Certification (International Play Equipment Manufacturers Association)
- C) Full warranty information including fade resistance must be included.
- D) Swing set will remain in the same location.
- E) Engineered wood fiber is used for protective surfacing.

### **ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1 The Contractor agrees to commence with the work: 15 days after issuance of purchase order or upon receipt of a written Notice to Proceed from the Owner.
- 3.2 And further agrees to complete all work not later than: 60 days after notice to proceed
- 3.3 The time schedule may be extended by reason of delay, changes, additions, deletions or other reasons called for and allowed by the Owner.
- 3.4 If in the opinion of the Owner, the Contractor is not proceeding with reasonable diligence to the performance of any part of his work, thereby impeding the progress of the work, the Owner may direct the Contractor to perform such work during overtime hours, and the Contractor agrees to perform such overtime work, if so directed, without additional compensation. The Owner may terminate this Agreement with the Contractor after 48 hours written notice, and procure the materials, equipment and labor necessary to proceed with or complete the work and charge the cost thereof to the Contractor.

### **ARTICLE 4: CONTRACT SUM**

- 4.1 The Owner shall pay to the Contractor \$54,436.50
- 4.2 The Contract amount may be adjusted only with the consent of the Owner.

### **ARTICLE 5: PAYMENTS**

- 5.1 The Owner shall pay the Contractor for performance of the work thirty (30) days after completion and acceptance of the work by the Owner.
- 5.2 If agreed to by Owner, Contractor may make Interim Progress Payment Applications. Contractor shall submit a payment application with evidence of work completed. Owner's payment for partially completed work does not relieve Contractor of the obligation to complete the work in a manner satisfactory to Owner and in accordance with this Agreement.

### **ARTICLE 6: CHANGES**

- 6.1 The Contractor shall not be entitled to receive any extra compensation of any kind whatsoever for extra work of any kind, regardless of whether the same was ordered by the Owner or any of its representatives unless such extra work

authorization is given in writing and signed by an authorized representative of the Owner. The Contractor specifically agrees that he will make no claim that he was authorized to do extra work or make modification in his work by the Owner or any representative at the site or elsewhere and, if such work was ordered and the Contractor has performed the same, but has received no written order thereof as herein provided, the Contractor shall and hereby does waive any claim for extra compensation thereof except as in this article.

#### **ARTICLE 7: GUARANTEE**

- 7.1 The Contractor agrees to guarantee his work for materials and workmanship against defects for a period of one (1) year after completion and acceptance of the work.
- 7.2 This Guarantee supersedes any other written guarantee or warranty stated on the Contractor's literature.

#### **ARTICLE 8: MATERIALMAN LIENS**

- 8.1 In the event the Contractor fails or neglects to pay for any obligation incurred under this Agreement and a demand or request is made on the Owner for payment, the Owner shall have the right to make such payments and deduct the sum from the amount that may be due the Contractor. The Contractor shall indemnify and hold harmless the Owner from any and all liens.

#### **ARTICLE 9: INSURANCE**

Prior to the start of contracted work, Contractor shall procure and maintain in force for the duration of the work, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, and Excess/Umbrella Liability Insurance. Owner shall be named as additional insured in each of the policies except Workers' Compensation. All policies must be placed with a carrier rated not less than A-VIII by A. M. Best. Provide 30 days cancellation notice.

##### **9.1 Minimum Limits of Insurance**

- A. **Commercial General Liability** with combined Bodily Injury and Property Damage limit of not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, owner named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.

- B. **Commercial Automobile Liability** insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.
  - C. **Workers' Compensation and Employer's Liability** insurance with limit of 500,000/500,000/500,000 or minimum required by Labor Code, State of Georgia, whichever is greater. Carrier waives right of subrogation against certificate holder.
  - D. **Excess/Umbrella Liability** insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.
- 9.2 Policy- Policies of insurance so required by this Article to be purchased and maintained shall:
- A. Include as an additional insured the OWNER and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  - B. Include at least the specific coverage and be written for not less than the limits of liability provided herein, or required by Laws or Regulations, whichever is greater;
  - C. Include contractual liability insurance covering CONTRACTOR's indemnity obligations under Article 10; and
  - D. Remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work.
- 9.3 Insurance Certificates – The insurance certificates furnished by CONTRACTOR to OWNER shall:
- A. Comply with the attached sample Certificates of Insurance,
  - B. Provide endorsements showing
    - 1. the OWNER as an additional insured, and
    - 2. the waiver of subrogation
  - C. Show the OWNER'S name and address as follows: City of Canton, 151 Elizabeth Street, Canton, GA 30114.

## **ARTICLE 10: INDEMNIFICATION**

- 10.1 The Contractor agrees and does hereby indemnify and hold harmless the Owner, its agents, assigns, employees from and against all claims, demands, liabilities, suits, judgments and decrees, losses and costs and expenses of any kind or nature whatsoever on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from performance of work hereunder by Contractor or his employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused.
- 10.2 Notwithstanding any other provisions contained herein, Contractor's total liability to the Owner under this Contract shall not be more than \$1,000,000.

## **ARTICLE 11: EQUAL EMPLOYMENT OPPORTUNITY**

- 11.1 The Contractor agrees that on the selection of any subcontractor by him or the use of workman or employees that he will not in any way discriminate against any person, company or corporation due to race, gender, or nationality of origin.

## **ARTICLE 12: PROTECTION OF WORK**

- 12.1 The Contractor agrees to adequately and properly protect his work and to adhere to and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work and shall comply with all OSHA requirements.

## **ARTICLE 13: CLEANING**

- 13.1 Contractor shall, at his own expense, at all times keep the premises free from accumulation of debris, waste material and rubbish, and at the completion of the work, he shall remove his tools and equipment and all surplus material, debris, waste material and rubbish and shall leave the premises in a neat and clean condition. If Contractor does not attend to such cleaning immediately upon request, Owner shall have the right to have his work done by others and deduct the cost thereof from the payment due Contractor hereunder.

## **ARTICLE 14: PROTECTION OF PROPERTY AND PERSONS**

- 14.1 The Contractor will adequately protect work performed hereunder from damage, will protect the Owner's property from injury or loss, and will take all necessary precautions during the progress of the work to protect all persons and the property of others from injury or damage. The Contractor will assume full responsibility for all his tools and equipment and all materials to be used in connection with the completion of the work. Damage to existing utilities or site improvements caused

by the Contractor are the full responsibility of the Contractor, and shall be repaired or replaced at his cost, subject to Owner's approval.

#### **ARTICLE 15: EXAMINATION OF SITE**

- 15.1 Contractor agrees that the contract price specified herein is based on Contractor's examination of the site and that he will make no claim for additional compensation if the conditions encountered differ from those anticipated by such examination, unless said conditions were modified or altered subsequent to the date of Contractor's examination. Contractor shall carefully examine the Contract Documents and existing conditions before submitting bid. Bidder shall inform Owner of any discrepancies or potential problems due to inadequate information. Absence of request for revisions to contract documents assumes that Contractor approves of all information provided and assumes all liability and responsibilities.

#### **ARTICLE 16: PERMITS, LICENSES AND COMPLIANCE WITH LAW**

- 16.1 In connection with the work to be performed, Contractor at his expense, shall procure all necessary permits and licenses and agrees to comply with all laws, ordinances, codes and regulations applicable to the performance of work hereunder.

#### **ARTICLE 17: WAIVER OF CLAIMS, LIENS, ETC.**

- 17.1 Contractor individually and on behalf of his sub-contractors, material men and workmen hereby waives and agrees to indemnify and save harmless the Owner from all attachments, claims and liens against Owner and Owner's property by reason of labor or materials or both, furnished for the work under this Independent Contract Agreement

#### **ARTICLE 18: TITLE AND RISK OF LOSS**

- 18.1 All completed or partially completed work on the Owner's property and all materials to be incorporated in the work stored at Owner's property shall be titled in the name of the Owner. Notwithstanding the foregoing, and prior to acceptance of the completed work by the Owner, Contractor agrees to accept the entire risk of loss to the work being done and materials to be incorporated in the work stored at Owner's property from any cause whatsoever until the work has been completed and accepted by Owner.

#### **ARTICLE 19: ASSIGNMENT AND SUBCONTRACTS**

- 19.1 The Contractor shall not assign his interest in this contract nor sublet nor subcontract any portion of the work without written permission of the Owner. The Contractor agrees to bind every subcontractor approved by the Owner to all of the

terms and conditions of this agreement. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly or indirectly employed by any subcontractor, as Contractor is for the acts and omissions of himself and of persons directly employed by him.

#### **ARTICLE 20: TERMINATION FOR THE CONVENIENCE OF THE OWNER**

- 20.1 Owner may terminate this Agreement in whole or part for its convenience by ten (10) days written notice to the Contractor. In such event, Owner will pay Contractor its actual, necessary, reasonable and verifiable costs for termination performance, which shall include that portion of the contract work which has been satisfactory completed for which payment has not therefore been made. In no event shall Owner be liable for cancellation charges in excess of the Agreement Price, or unabsorbed shop overhead or anticipatory profit.
- 20.2 Owner may issue a stop work notice at any time. In the case of such an issuance, the contract time shall be extended in an amount equal to the amount of time the stop work notice is in effect and the Contractor shall be compensated for reasonable demobilization and remobilization costs.

#### **ARTICLE 21: TERMINATION FOR CAUSE**

- 21.1 Owner may terminate this contract for cause in the event of a default by Contractor. In such event, Owner shall not be liable to Contractor for any amounts, and Contractor shall be liable for and shall hold Owner harmless from any damage occasioned by Contractor's breach or default.

#### **ARTICLE 22: INSPECTION**

- 22.1 The Owner shall have access to and the right to inspect all work in the course of construction.

#### **ARTICLE 23: INDEPENDENT CONTRACTOR**

- 23.1 Contractor agrees to perform the work as an Independent Contractor and not as a Subcontractor, agent or employee of Owner. Contractor shall at all time act as an Independent Contractor in performing the work under this contract, including any additions thereon, and shall furnish all supervision and direction required to complete the work.

#### **ARTICLE 24: DRUG-FREE WORKPLACE**

- 24.1 If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession,

or use of a controlled substance or marijuana during the performance of this contract.

24.2 If Contractor is an entity other than an individual, it is hereby certified that a drug-free workplace will be provided for the CONTRACTOR'S employees during the performance of this contract.

24.3 Contractor may be suspended, terminated, or disbarred if it is determined that:

- A. The Contractor has made false certification herein above; or
- B. The Contractor has violated such certification by failure to carry out any requirements as outlined within this Article.

#### **ARTICLE 25: BID PRICES**

25.1 Contractor agrees that all price quotations contained in the contractor's quote shall remain binding and valid between the parties and Contractor acknowledges that this contract has been awarded based upon the quote process and proposal documents. All other written proposals are incorporated herein by reference, to the extent they do not conflict with this document.

{Remainder of this page left blank intentionally}



The Owner and Contractor for themselves and their successors, executors, administrators and assigns agree to the full performance of this agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement under seal as of the day and year first above-written.

Owner:  
City of Canton

Gene Hobgood  
By (Typed Name)

Mayor  
Title

Signature

[SEAL]

Attest:

Susan C. Stanton  
City Clerk

Witness

Address for Giving Notice:

City of Canton  
151 Elizabeth Street  
Canton, GA 30114

Approved as to form

Robert M. Dyer,  
City of Canton  
Attorney

Contractor:  
PlayCore Wisconsin dba GameTime

Rob Dominica  
By (Typed Name)

Pres/drp  
Title

Signature

[SEAL]

Attest:

Witness

Address for Giving Notice:

PlayCore Wisconsin dba GameTime  
P.O. Box 520700  
Longwood FL 32752

Approved as to form

Contractor Attorney

(Attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Marsh USA, Inc.  
Two Alliance Center  
3560 Lenox Road, Suite 2400  
Atlanta, GA 30326  
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321  
457102-CAS-GAUWX-15-16

**CONTACT**

NAME:

PHONE

(A/C, No, Ext):

FAX  
(A/C, No):

E-MAIL:

ADDRESS:

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A : Chubb Custom Insurance Company

38989

INSURER B : Transportation Insurance Co

20494

INSURER C : National Union Fire Insurance Co. of Pittsburgh, Pa

19445

INSURER D : American Casualty Company Of Reading, Pa

20427

INSURER E : Liberty Insurance Underwriters Inc.

19917

INSURER F : Continental Casualty Company

20443

**INSURED**  
GameTime  
150 Playcore Drive SE  
Fort Payne, AL 35967

**COVERAGES****CERTIFICATE NUMBER:**

ATL-003996858-01

**REVISION NUMBER:**1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			79937909	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
F	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BUA 2098343798	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			BE 041757064	08/01/2015	08/01/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 2098343753 (AOS) WC 2098343834 (CA) WC 2098343879 (AZ, OR, WI)	08/01/2015 08/01/2015 08/01/2015	08/01/2016 08/01/2016 08/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess Umbrella			100005445805	08/01/2015	08/01/2016	Each Occurrence 25,000,000 Aggregate 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Brown Park Playground

City of Canton, its officers, officials, agents and employees are listed as additional insured with respect to general liability as their interests may appear, during and until completion of the project, on a primary and non-contributory basis per endorsement 80-02-2367, when required by written contract. A Waiver of Subrogation applies in favor of the additional insureds on the Workers Compensation policy, when required by written contract.

**CERTIFICATE HOLDER**

City of Canton  
151 Elizabeth Street  
Canton, GA 30114

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

*Manashi Mukherjee*

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## **Liability Insurance**

### **Endorsement**

**Policy Period** AUGUST 1, 2015 TO AUGUST 1, 2016  
**Effective Date** AUGUST 1, 2015  
**Policy Number** 7993-79-09  
**Insured** RECESS HOLDINGS, INC.  
  
**Name of Company** CHUBB CUSTOM INSURANCE COMPANY  
**Date Issued** AUGUST 6, 2015

This Endorsement applies to the following forms:

#### **GENERAL LIABILITY**

Under Who Is An Insured, the following provision is added.

#### **Who Is An Insured**

##### **Additional Insured - Scheduled Person Or Organization**

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an Insured only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an Insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled *Other Insurance*.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

PERSONS OR ORGANIZATIONS DESCRIBED IN THE WHO IS AN INSURED SECTION OF THIS CONTRACT AND THAT YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE WITH PRIMARY INSURANCE AS IS AFFORDED BY THIS POLICY, BUT ONLY TO THE MINIMUM EXTENT REQUIRED BY SUCH CONTRACT OR AGREEMENT.

All other terms and conditions remain unchanged.

Authorized Representative



**\*NON-COLLUSION AFFIDAVIT\***  
(This Affidavit is Part of the RFP Documents)

RFP DATE: May 24, 2016

PROJECT DESCRIPTION: CITY of CANTON PLAYGROUND EQUIPMENT

STATE OF Florida }

COUNTY OF Seminole }

Rob Dominica, being first duly sworn, deposes and says that (s)he is registered agent (the sole owner, a partner, president, secretary, etc.) of PlayCore Wisconsin DBA GameTime the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or a sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or that of any other Bidder, or to secure any advantage against City of Canton, or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Affiant: \_\_\_\_\_ Date: 5-20-16

Signed and sworn to (or affirmed) before me on May 20th, 2016  
by Rob Dominica  
Printed name(s) of individual(s) making statement

who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

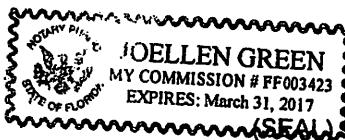
☒ Personally Known  
Or  
☐ Produced Identification

Type and # of ID (last 4 digits) \_\_\_\_\_

ID Expiration Date \_\_\_\_\_

Joellen Green  
Notary Public

My Commission Expires: \_\_\_\_\_



**City of Canton, Georgia**  
**Contractor Affidavit Under O.C.G.A. § 13-10-91 (b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Canton Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

39-1720480

Federal Work Authorization User Identification Number

7-21-08

Date of Authorization

~~PlayCore Wisconsin DBA GameTime~~  
Name of Contractor

~~Brown Park Playground~~  
Name of Project

City of Canton  
Name of (Public) Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 5-20, 2016 in Longwood (city), FL (state).

[Signature]  
Signature of Authorized Officer or Agent

Rob Dominica Pres/drp  
Printed Name and Title of Authorized Officer or Agent

Signed and sworn to (or affirmed) before me on  
May 20th, 2016.

[Signature]  
Notary Public State of Georgia Florida  
My Commission Expires: \_\_\_\_\_



**City of Canton, Georgia**  
**Subcontractor Affidavit under O.C.G.A. § 13-10-91 (b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (PlayCore dba GameTime Inc.) on behalf of City of Canton Government has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

371312  
Federal Work Authorization User Identification Number

11/10/2010  
Date of Authorization

Outdoor Construction Company  
Name of Subcontractor

Brown Park Playground  
Name of Project

City of Canton  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April 21, 2016 in Jefferson (city), GA (state).

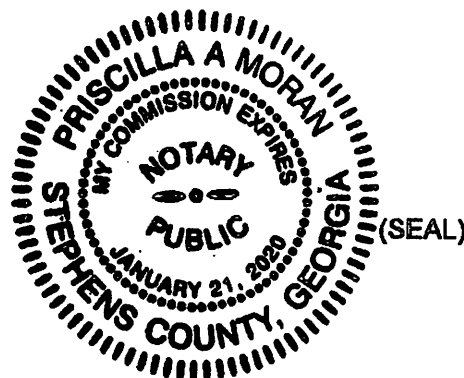
Terry D. Miller  
Signature of Authorized Officer or Agent

Terry D. Miller Secretary  
Printed Name and Title of Authorized Officer or Agent

Signed and sworn to (or affirmed) before me on  
April 21st, 2016.

Priscilla A. Moran  
Notary Public State of Georgia

My Commission Expires: 01/21/2020



*To accompany proposals submitted for design and providing equipment for Playground Equipment at Brown Park.*