

**MAYOR**  
Jason Buelterman



**CITY MANAGER**  
Dr. Shawn Gillen

**CITY COUNCIL**  
Barry Brown, Mayor Pro Tem  
John Branigin  
Wanda Doyle  
Julie Livingston  
Monty Parks  
Shirley Sessions

**CLERK OF COUNCIL**  
Jan LeViner

**CITY ATTORNEY**  
Edward M. Hughes

## **CITY OF TYBEE ISLAND**

# **AMENDED AGENDA**

## **REGULAR MEETING OF TYBEE ISLAND CITY COUNCIL**

### **August 22, 2019 at 6:30 PM**

*Please silence all cell phones during Council Meetings*

Consideration of Items for Consent Agenda 6:30PM

Executive Session

Opening Ceremonies

Call to Order  
Invocation  
Pledge of Allegiance

Consideration of the approval of the minutes of the meetings of the Tybee island City Council

Citizens to be Heard: Please limit comments to 3 minutes. Maximum allowable times of 5 minutes.

1. **Mack Kitchens: Code enforcement for STVR Licensing**

Consideration of Approval of Consent Agenda

Consideration of Local Requests & Applications – Funding, Special Events, Alcohol License

2. Agenda Request: Tybee RE Operating Co LLC dba Hotel Tybee: Alcohol License Request: Beer & Wine-Package Sales-Sunday Sales-Package sales -added to existing license-Sales in gift shop of Hotel Tybee

Consideration of Bids, Contracts, Agreements and Expenditures

3. For the 8/22/19 Council Meeting: Travel Request for Jamey Rabun, Campground Director and Barb Caramico to attend National Outdoor Hospitality Conference and Expo in Knoxville, TN November 4-7. Budgeted under Line Item 555-6180-52-3500 and 555-6180-52-3700.
4. Request for Proposal for walking path surface: Install a rubberized surface on the walking path in Jaycee Park,

**P.O. Box 2749 – 403 Butler Avenue, Tybee Island, Georgia 31328-2749**  
**(866) 786-4573 – FAX (866) 786-5737**  
**www.cityoftybee.org**



## Consideration of Ordinances, Resolutions

5. First Reading, 2019-13, Sec 34-265, Swimming Pools/Hot Tubs
6. Second Reading, 12-2019, Article IV, Chapter 58-108 Revise the Room Excise tax at the Rate of 7% to Provide for Distribution of Tourism Product Development by Resolution, to establish an Effective date

## Council, Officials and City Attorney Considerations and Comments

7. Bubba Hughes: Ante Litem Notice, Robert and Arynne Keeley
8. Jason Buelterman: Update on solar project at Waste Water Treatment Facility
9. Jason Buelterman: Use of County funds for additional beach shallow well showers
10. Barry Brown: Increase starting salary for TIPD
11. Barry Brown: Update on water lines east of Butler
12. Monty Parks: Proposed ordinance banning balloon and Chinese Lanterns releases
13. Monty Parks: Proposed unique location designation number for each STVR and requirement that it be used in advertising.
14. Monty Parks: Proposed change of court required violations to administrative violations.
15. Wanda Doyle: Beach Task Force Motion: To have Erik Olsen look at the groins as they are currently configured with gaps in them and give the Task Force a recommendation in moving forward.
16. Wanda Doyle: Moving of beach wrack
17. Shawn Gillen: Hurricane Plan Update
18. George Shaw: Recommendations from Planning Commission re: Carrying Capacity Study

## Executive Session

Discuss litigation, personnel and real estate

Possible vote on litigation, personnel and real estate discussed in executive session

## Adjournment

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact Jan LeViner at 912.472.5080 promptly to allow the City to make reasonable accommodations for those persons.*

**\*PLEASE NOTE:** Citizens wishing to speak on items listed on the agenda, other than public hearings, should do so during the citizens to be heard section. Citizens wishing to place items on the council meeting agenda must submit an agenda request form to the City Clerk’s office by Thursday at 5:00PM prior to the next scheduled meeting. Agenda request forms are available outside the Clerk’s office at City Hall and at [www.cityoftybee.org](http://www.cityoftybee.org).



#### THE VISION OF THE CITY OF TYBEE ISLAND

*“is to make Tybee Island the premier beach community in which to live, work, and play.”*



#### THE MISSION OF THE CITY OF TYBEE ISLAND

*“is to provide a safe, secure and sustainable environment by delivering superior services through responsible planning, preservation of our natural and historic resources, and partnership with our community to ensure economic opportunity, a vibrant quality of life, and a thriving future.”*

**Item Attachment Documents:**

2. Agenda Request: Tybee RE Operating Co LLC dba Hotel Tybee: Alcohol License Request: Beer & Wine-Package Sales-Sunday Sales-Package sales -added to existing license-Sales in gift shop of Hotel Tybee



**MAYOR**  
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Shirley Sessions



**CITY MANAGER**  
Shawn Gillen

**CLERK OF COUNCIL**  
Janet LeViner

**CITY ATTORNEY**  
Edward M. Hughes

**CITY OF TYBEE ISLAND**

Council Meeting Date for Request: August 23, 2019

Item: Alcohol License Request: Beer and Wine – Package Sales added to existing alcohol license. Sunday Sales-Package Sales, add to existing alcohol license. Sales in gift shop of Hotel Tybee

Explanation: Tybee RE Operating Co LLC dba Hotel Tybee  
1401 Strand Ave

Budget Line Item Number (if applicable): N/A

Paper Work:  X  Attached\*  
  Audio/Video Presentation\*\*

- \* **Electronic submissions are requested but not required. Please email to [jleviner@cityoftybee.org](mailto:jleviner@cityoftybee.org).**
- \*\* **Audio/video presentations *must* be submitted to the IT department at City Hall by 4:00PM on the Thursday prior to the scheduled meeting.**

Submitted by: Sharon S. Shaver

Phone / Email: 472-5072 / sshaver@cityoftybee.org

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

Date given to Clerk of Council August 16, 2019

## CITY OF TYBEE ISLAND ALCOHOL LICENSE APPLICATION



Application is hereby made for a license to do business within the City of Tybee Island as a dealer in alcoholic beverages as indicated below:

Notice: The applicant for a license shall be a citizen of the United States, a resident of Chatham County, and owner of the business or if a corporation, partnership or other legal entity is the owner, a substantial and major stockholder or the applicant may be the manager of the business charged with the regular operation of said	LICENSE CLASSIFICATION	FEE	CHECK
	Package Sales Only, Consumption on Premises Prohibited	\$ 350	<input checked="" type="checkbox"/>
	Package & Drink for Consumption on Premises Only	575	
	Package Only, Consumption on Premises Prohibited	850	
	Drink for Consumption on Premises Only	1,250	
	Package & Drink both in One Building under One Ownership	2,000	
	Drink for Consumption on Premises Only	150	
	Sales Only	50	<input checked="" type="checkbox"/>
		765	
		1,500	
		150	
	Manufacturer of Alcoholic Beverages	300	
	Private Property - Beer, Wine (no current license) per event	50	
	Private Property - Beer, Wine (no current license) 3 days	100	
	Private Property - Beer, Wine (holding current license) per event	10	
	Private Property - Beer, Wine, Liquor (no current license) per event	50	
	Private Property - Beer, Wine, Liquor (no current license) 3 days	100	
	Special Event - Business Property - Beer, Wine, Liquor (holding current license) per event	10	

Business Name <u>Hotel Tybee</u>				
Location <u>1401 SANDY AVE</u>				
Mailing Address <u>PO Box 2880 Tybee Island, GA 31328</u>				
Phone <u>912 786 7777</u>		Email <u>blochr@tinchr's.com</u>		
Names and Home Addresses of Owners, Partners or Corporate Officers with Ten Percent (10%) Interest in Business				
Names (attach additional pages if necessary)	Date of Birth	Home Addresses	City, State, Zip	Social Security #
<u>Christopher Gistis</u>	<u>12/6/47</u>	<u>120 Rycroft</u>	<u>Plymouth GA</u>	<u>005467535</u>

If special event, date(s) of event \_\_\_\_\_

Is business incorporated? No State of Incorporation N/A Date Incorporated N/A

Names of landlord of the business location N/A Address \_\_\_\_\_ Phone \_\_\_\_\_

What other business is conducted at this location? Hotel

Has application been made for required State and Federal Licenses? Yes

Has applicant, any person connected with, or any person having an interest in this business:

- o ever been convicted of any violation of law other than for a traffic violation? No
- o ever served time in prison or other correctional institution? No
- o ever had an alcohol beverage license suspended or revoked at any time in any location? No

(if answer is yes, give details) \_\_\_\_\_

If this application is for RENEWAL of an existing license, enter License Number of existing license \_\_\_\_\_

If business is an eating establishment, are SUNDAY sales of alcoholic beverages contemplated? N/A If yes, submit additional affidavit.

ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO ME TO BE TRUE UNDER PENALTY OF LAW.

Applicant Signature [Signature] Date 8/16/19

Sworn to and subscribed before me this 16 day of August 2019

[Signature]  
Notary Public

Approval	Signature	Date
City Manager	<u>[Signature]</u>	<u>8-16-19</u>
Zoning	<u>[Signature]</u>	<u>8-16-19</u>
Police	<u>N/A</u>	
City Council		

**SHARON S. SHAWER**  
Notary Public, Chatham County, GA  
My Commission Expires Dec. 5, 2019

**Item Attachment Documents:**

3. For the 8/22/19 Council Meeting: Travel Request for Jamey Rabun, Campground Director and Barb Caramico to attend National Outdoor Hospitality Conference and Expo in Knoxville, TN November 4-7. Budgeted under Line Item 555-6180-52-3500 and 555-6180-52-3700.



## EMPLOYEE TRAVEL AUTHORIZATION FORM

<b>EMPLOYEE NAME:</b>	Jamey Rabun	<b>EMPLOYEE ID</b>	1751
<b>DEPARTMENT</b>	River's End Campground	<b>DEPARTURE DATE</b>	11/4/2019
<b>POSITION TITLE</b>	Campground Director	<b>RETURN DATE</b>	11/7/2019
<b>DESTINATION (City, State/Country)</b>		Knoxville, TN	

**BUSINESS PURPOSE (Check one):**

Conference <input checked="" type="checkbox"/>	Legal-Law Enforcement <input type="checkbox"/>	Meeting <input type="checkbox"/>
Repair-Maintenance <input type="checkbox"/>	Training <input type="checkbox"/>	Economic Development <input type="checkbox"/>
General Expense/other <input type="checkbox"/>	Shopping <input type="checkbox"/>	Employee-exchange program <input type="checkbox"/>
		Committee related <input type="checkbox"/>

**EXPLANATION OF TRAVEL (attach additional information as necessary)**  
 Attend National Association of RV Parks and Campgrounds Annual Conference and Outdoor Hospitality Expo. This will provide the opportunity to attend educational sessions, panel/roundtable discussions with industry leaders, and network with other campground owner managers, as well as attend national vendor expo. Additional NFPA Certification Class

EXPENSES	Payment Method	Est. Cost
Airfare	<input type="checkbox"/> Employee Reimb. <input checked="" type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$500
Mileage (personal vehicle)	<input checked="" type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0
Rental Vehicle	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0
Other Transportation	<input checked="" type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0

EXPENSES	Payment Method	Est. Cost
Lodging	<input type="checkbox"/> Employee Reimb. <input checked="" type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$645
Meals	<input checked="" type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$300
Registration Fee	<input type="checkbox"/> Employee Reimb. <input checked="" type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$1,495
Other Expense	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0
<b>TOTAL ESTIMATED COSTS</b>		2940.00

**Important: When applicable, complete "Authorization of Employee Expenses to be Paid by a Third-Party Organization"**

**EMPLOYEE CERTIFICATION**  
 By signing below, I certify the requested travel is appropriate and necessary for conducting official City business, and agree to comply with the City of Tybee Island's Travel Policy.

Jamey Rabun

SIGNATURE \_\_\_\_\_ DATE 8/6/19

**DEPARTMENT HEAD (or Designee) AUTHORIZATION**

APPROVED
  DISAPPROVED

PRINTED NAME & TITLE			
SIGNATURE		DATE	

\*\*\*\*\*

**CITY MANAGER AUTHORIZATION for OUT-OF TOWN OR COUNTRY TRAVEL**

APPROVED
  DISAPPROVED

SIGNATURE		DATE	
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## EMPLOYEE TRAVEL AUTHORIZATION FORM

<b>EMPLOYEE NAME:</b>	Barb Caramico	<b>EMPLOYEE ID</b>	1737
<b>DEPARTMENT</b>	River's End Campground	<b>DEPARTURE DATE</b>	11/4/2019
<b>POSITION TITLE</b>	Operations Manager	<b>RETURN DATE</b>	11/7/2019
<b>DESTINATION (City, State/Country)</b>		Knoxville, TN	

**BUSINESS PURPOSE (Check one):**

Conference <input checked="" type="checkbox"/>	Legal-Law Enforcement <input type="checkbox"/>	Meeting <input type="checkbox"/>
Repair-Maintenance <input type="checkbox"/>	Training <input type="checkbox"/>	Economic Development <input type="checkbox"/>
General Expense/other <input type="checkbox"/>	Shopping <input type="checkbox"/>	Employee-exchange program <input type="checkbox"/>
		Committee related <input type="checkbox"/>

**EXPLANATION OF TRAVEL (attach additional information as necessary)**  
 Attend National Association of RV Parks and Campgrounds Annual Conference and Outdoor Hospitality Expo. This will provide the opportunity to attend educational sessions, panel/roundtable discussions with industry leaders, and network with other campground owner managers, as well as attend national vendor expo.

EXPENSES	Payment Method	Est. Cost
Airfare	<input type="checkbox"/> Employee Reimb. <input checked="" type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0
Mileage (personal vehicle)	<input checked="" type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$235
Rental Vehicle	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0
Other Transportation	<input checked="" type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0

EXPENSES	Payment Method	Est. Cost
Lodging	<input type="checkbox"/> Employee Reimb. <input checked="" type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$645
Meals	<input checked="" type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$300
Registration Fee	<input type="checkbox"/> Employee Reimb. <input checked="" type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$1,495
Other Expense	<input type="checkbox"/> Employee Reimb. <input type="checkbox"/> Dept. Prepaid <input type="checkbox"/> Third-party	\$0
<b>TOTAL ESTIMATED COSTS</b>		2675.00

**Important: When applicable, complete "Authorization of Employee Expenses to be Paid by a Third-Party Organization"**

**EMPLOYEE CERTIFICATION**  
 By signing below, I certify the requested travel is appropriate and necessary for conducting official City business, and agree to comply with the City of Tybee Island's Travel Policy.

*Barb Caramico* \_\_\_\_\_ 8-6-19  
 SIGNATURE DATE

**DEPARTMENT HEAD (or Designee) AUTHORIZATION**

**APPROVED**
 **DISAPPROVED**

**PRINTED NAME & TITLE** Jamey Rabun, Campground Director

SIGNATURE \_\_\_\_\_ DATE 8/6/19  
 \*\*\*\*\*

**CITY MANAGER AUTHORIZATION for OUT-OF TOWN OR COUNTRY TRAVEL**

**APPROVED**
 **DISAPPROVED**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_





**SUNDAY 11/3**

4:00 pm - 6:30 pm                      Registration/Check-In

**MONDAY 11/4**

7:00 am - 5:30 pm                      Welcome Desk Open  
8:00 am - 5:30 pm                      Takeaway Tours (add on)  
8:00 am - 5:30 pm                      NFPA 1194 Completion Certificate (add on)  
5:30 pm - 7:30 pm                      OHCE Welcome Reception  
8:00 am - 9:00 am                      Opening General Session

**TUESDAY 11/5**

8:00 am - 9:00 am                      Opening General Session  
9:30 am - 10:30 am                      Education Sessions (6)  
10:45 am - 11:45 am                      Education Sessions (6)  
12:00 pm - 1:30 pm                      Foundation Lunch  
1:45 pm - 2:45 pm                      Education Sessions (6)  
3:00 pm - 4:30 pm                      Cracker Barrel sessions (3)  
4:30 pm - 5:30 pm                      Young Professional Meeting  
5:00 pm - 7:00 pm                      Ancillary Receptions  
6:30 pm - 8:00 pm                      Joint 20 Groups  
8:00 pm - 11:00 pm                      Young Professional Networking Event

**WEDNESDAY 11/6**

8:00 am - 9:00 am                      Trends and Insights Presentation  
9:30 am - 10:30 am                      Education Sessions (6)  
10:45 am - 11:45 am                      Education Sessions (6)  
12:00 pm - 1:30 pm                      Keynote Lunch  
1:45 pm - 2:45 pm                      Education Sessions (6)  
4:45 pm - 5:45 pm                      Town Hall & Voting Area Caucuses  
5:45 pm - 6:00 pm                      Expo Welcome Reception  
6:00 pm - 9:00 pm                      Expo Hall Open

**THURSDAY**

7:30 am - 8:30 am                      Annual Membership Meeting & Breakfast  
8:30 am - 4:00 pm                      Expo Hall Open  
12:00 pm - 1:30 pm                      Expo Lunch  
6:00 pm - 8:30 pm                      Awards of Excellence Dinner & Foundation Auction  
8:30 pm - 10:30 pm                      After Party

**Item Attachment Documents:**

4. Request for Proposal for walking path surface: Install a rubberized surface on the walking path in Jaycee Park,

**2019-735 Track Surface System**

Criteria	Possible Points	Kor-Kat	Eco-Sustainable
Demonstration of Ability to Meet or Exceed all Requirements	100	90	88
Quality of, and Response from, References	100	71	98
Cost of Services	80	30	75
Work Plan and Timeline for Completion	60	34	30
Data Provided on Surface Materials	40	40	35
How well did the Proposer follow the RFP directions on preparing and submitting its proposal package?	20	16	15
<b>TOTAL</b>	400	<b>281</b>	<b>341</b>



**2019-735 Track Surface System**

Criteria	Possible Points	Kor-Kat	Notes	Eco-Sustainable	Notes
Demonstration of Ability to Meet or Exceed all Requirements	25	25	Acceptable	23	Acceptable
Quality of, and Response from, References	25	18	Only received 2 responses back. One less than favorable	23	3 Favorable responses
Cost of Services	20	5	Extremely high cost	20	
Work Plan and Timeline for Completion	15	4	Work plan not relevant to our project	0	None included in response
Data Provided on Surface Materials	10	10	Acceptable	10	Acceptable
How well did the Proposer follow the RFP directions on preparing and submitting its proposal package?	5	5	Acceptable	3	
<b>TOTAL</b>	<b>100</b>	<b>67</b>		<b>79</b>	

**2019-735 Track Surface System**

Criteria	Possible Points	Kor-Kat	Notes	Eco-Sustainable	Notes
Demonstration of Ability to Meet or Exceed all Requirements	25	25	Strong team	20	References support ability
Quality of, and Response from, References	25	18	Not all references were positive	25	Very positive references
Cost of Services	20	5	Considerably higher than expected	20	Reasonable
Work Plan and Timeline for Completion	15	0	Did not see workplan or timeline	0	Did not see workplan or timeline
Data Provided on Surface Materials	10	10	Exceeds requirements	5	Minimal
How well did the Proposer follow the RFP directions on preparing and submitting its proposal package?	5	3	Different product than was requested	3	Some requested information missing
<b>TOTAL</b>	<b>100</b>	<b>61</b>		<b>73</b>	

**2019-735 Track Surface System**

Criteria	Possible Points	Kor-Kat	Notes	Eco-Sustainable	Notes
Demonstration of Ability to Meet or Exceed all Requirements	25	15		20	
Quality of, and Response from, References	25	15		25	
Cost of Services	20	10		20	
Work Plan and Timeline for Completion	15	15		15	
Data Provided on Surface Materials	10	10		10	
How well did the Proposer follow the RFP directions on preparing and submitting its proposal package?	5	5		5	
<b>TOTAL</b>	<b>100</b>	<b>70</b>		<b>95</b>	

**2019-735 Track Surface System**

Criteria	Possible Points	Kor-Kat	Notes	Eco-Sustainable	Notes
Demonstration of Ability to Meet or Exceed all Requirements	25	25	Company has indicated they are knowledgeable of the expectations set forth in the RFP.	25	Company has indicated they are knowledgeable of the expectations set forth in the RFP.
Quality of, and Response from, References	25	20	References responded in a timely manner and addressed what was asked of them regarding the company. Did not indicate that services previously performed were within scope of this rfp.	25	References responded in a timely manner and addressed what was asked of them regarding the company and directly demonstrated company has performed the exact work being asked about in rfp.
Cost of Services	20	10	Cost of services appear to be costly compared to the other rfp submissions.	15	Cost of services appear to be reasonable for scope of work.
Work Plan and Timeline for Completion	15	15	Acceptable	15	Acceptable
Data Provided on Surface Materials	10	10	Acceptable	10	Acceptable
How well did the Proposer follow the RFP directions on preparing and submitting its proposal package?	5	3	Unsure of what exactly this company will be doing based on what was indicated in rfp and the material sample provided. It is unclear to me if the surface will be similar to a fall safe playground surface or a running track.	4	Based on material sample and references given the rfp indicates the surface to be installed is appropriate for what is being requested.
<b>TOTAL</b>	<b>100</b>	<b>83</b>		<b>94</b>	

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #1**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: TUESDAY, JULY 30, 2019 by 3:00pm**

**PRE-PROPOSAL MEETING: THURSDAY, JULY 11 at 11:00am**

**To all prospective proposers, please note the following changes:**

**SPECIFICATIONS AND REQUIREMENTS**

The City of Tybee Island is soliciting proposals for installation of a 3/8<sup>th</sup> inch thick Plexitrac **or similar surface material** (SBR/EPDM latex) to cover and adhere to an existing asphalt walking path in Jaycee Park.

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #2**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: TUESDAY, JULY 30, 2019 by 3:00pm**

**To all prospective proposers, please note the following highlighted changes:**

**SPECIFICATIONS AND REQUIREMENTS**

The City of Tybee Island is soliciting proposals for installation of a **minimum thickness of** 3/8<sup>th</sup> inch Plexitrac or similar surface material (SBR/EPDM latex) to cover and adhere to an existing asphalt walking path in Jaycee Park.

Contractor must prepare the track in advance to remove roots and other potential tripping hazards, to insure both adhesion and a smooth finish. **If this preparation necessitates removal of asphalt, asphalt must be replaced prior to installation of new surface material.**

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #3  
7-24-19**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: WEDNESDAY JULY 31, 2019 by 3:00pm**

**To all prospective proposers, please note the following questions and answers related to this RFP. This addendum is also changing to due date for proposals to July 31<sup>st</sup> at 3pm.**

1. Will the scope of work include the path that intersects the walking track from Cedarwood Drive to the Gazebo? **No. This section is not included in the scope of work.**
  
2. Will the city consider an additional option for a layer of SBR under the EPDM cap instead of repairing the asphalt track? **Yes, the City will accept this method for instances of current cracks in the asphalt. In instances where the asphalt must be removed in order to remove tree roots or other tripping hazards, new crush n run and asphalt must be replaced before installation of walking track surface.**

Return this signed addendum with your proposal response.

Name of Company: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**REQUEST FOR PROPOSAL  
RFP NO. 2019-735**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: TUESDAY, JULY 30, 2019 by 3:00pm**

**PRE-PROPOSAL MEETING: THURSDAY, JULY 11 at 11:00am**

**CITY OF TYBEE ISLAND, GEORGIA**

**JASON BUELTERMAN, MAYOR**

**BARRY BROWN, MAYOR PRO TEM**

**SHIRLEY SESSIONS**

**WANDA DOYLE**

**JULIE LIVINGSTON**

**JOHN BRANIGIN**

**MONTY PARKS**

**DOCUMENT CHECK LIST**

The following documents are contained in and made a part of this RFP Package, and are required to be submitted with the Proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with the Proposal. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF THE PROPOSER**

[INTRODUCTION](#)

[SPECIFICATIONS AND REQUIREMENTS](#)

[INSTRUCTIONS TO PROPOSERS](#)

[GENERAL INFORMATION](#)

[TERMS AND CONDITIONS](#)

[ATTACHMENTS:](#) A. SIGNATURE SHEET; B. CONTRACTOR AFFIDAVIT; C. SAVE AFFIDAVIT; D. VENDOR INFORMATION; E. PROPOSAL SHEET; F. CHECKLIST

**INTRODUCTION**

**This is a request for proposals to supply the City of Tybee Island, Georgia (sometimes hereinafter referred to as “Owner”) with services as indicated herein.**

**Sealed proposals must be received by 3:00pm local time, on Tuesday, July 30, 2019. The City of Tybee Island reserves the right to reject any or all proposals.**

**A pre-proposal meeting will be held on Thursday, July 11, at 11:00am in the City Hall auditorium (403 Butler Ave, Tybee Island). Interested vendors are encouraged to attend as they will have the opportunity to discuss specifications, visit the site, and ask questions.**



**METHOD OF AWARD:** The contract, if awarded, will go to the proposal deemed to provide the best value for the City. The award will take into account price among other factors as specified in this RFP. The City reserves the right to select the service provider which best meets the City's goals and objectives, needs, budget constraints, and quality levels, as well as its educational and service level expectations. The City reserves the right to award a contract to one or multiple vendors.

Signature of proposer indicates understanding and compliance with the attached terms and conditions, and all other specifications made a part of this request, and any subsequent award or contract. All terms, conditions and representations made in this request will become an integral part of the contract. Nothing contained within this RFP is indicative of intent by the City of Tybee Island to reimburse the proposer, in whole or in part, for any costs associated with preparation, submission, or presentation of proposals.

Instructions for preparation and submission of a proposal are contained in this RFP package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document each approved change, and it will be posted on the City's website. Generally, when addenda are required, the proposal due date will be changed.

The City of Tybee Island has an equal opportunity purchasing policy to assure all procurement procedures are conducted in a manner that provides maximum open and free competition. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by the City. The City provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap.

The City of Tybee Island is seeking a proposal package for service/materials equal to or exceeding specifications set forth on the attached pages. Those not meeting these standards will be rejected. The attached material specifications become and remain a part of this RFP.

All responses, inquiries, or correspondence relating to, or in reference to, this RFP, and all reports, charts, displays, schedules, exhibits and other documentation by the proposers will become the property of the City when received. The City retains the right to use any or all ideas presented in any response to this RFP, whether amended or not. Selection or rejection of the proposal does not affect this right.

## **SPECIFICATIONS AND REQUIREMENTS**

The City of Tybee Island is soliciting proposals for installation of a 3/8<sup>th</sup> inch thick Plexitrac SBR/EPDM latex material to cover and adhere to an existing asphalt walking path in Jaycee Park. The pathway is approximately 6 feet wide by 2,682 feet long, and the park is located at 30 Van Horn Ave, Tybee Island, Ga. Contractor must prepare the track in advance to remove roots and other potential tripping hazards, to insure both adhesion and a smooth finish. Contractor will supply all materials and perform all labor. In addition, contractor must do the following:

1. Provide material certificates, test reports, and MSDS sheets for all materials, signed by the manufacturer.

2. Provide material test reports for the following:
  - ASTM D -2859 – latest revision flammability rating to “PASS”
  - ASTM E -303 – latest revision coefficient of friction to be no less than 70 wet and 90 dry.
  - Independent laboratory test showing that all components are free of phthalates, lead and other heavy metals identified by the Consumer Product Safety Commission for use around children.
3. Provide manufacture’s product dates: Submit manufacturer’s data with installation instructions. Provide cast samples of the complete system for verification: size 4” by 4”.
4. Provide warranty: Submit for the city’s acceptance, the manufacturer’s standard warranty document executed by the authorized company official. The manufacturer’s warranty is in addition to a required warranty by the city under contract documents. The warranty shall not be for less than 5 years with 10 years preferred.
5. Provide at least three (3) references to document manufacture/installation Company has the qualifications and experience with other projects of the scope and scale of this project.
6. Provide a schedule for starting the project and completion with consideration of weather and environmental limitations.

### **Requirement for Delivery, Storage and Handling of Resilient Materials**

1. Deliver all material to Jaycee Park site in the manufacturer’s original, unopened packaging and weather protected covering.
2. Storage and Protection: Store materials on free draining surface and dry locations. Pay particular attention to the possibility of water penetration from beneath. Protect all products from moisture, sunlight, dirt, oil and other contaminants.

### **Requirements for Weather and Environmental Limitations**

1. Install the surfacing system when the minimum ambient surface temperature is 40F or higher. Do not install when rainfall or temperatures less than 40F are imminent.

## **1. INSTRUCTIONS TO PROPOSERS**

**Purpose:** The purpose of this document is to provide general and specific information for use in submitting a proposal to supply the City of Tybee Island with equipment, supplies, and/or services as described herein. All RFPs are governed by the Code of the City of Tybee Island, Georgia, 15-2015 Sec 1, Art VII, Procurement, Sec 2-400, and the laws of the State of Georgia.

Proposers must carefully review all provisions of, and attachments to, this document prior to submission. Each proposal constitutes an offer and cannot be withdrawn except as provided

herein. This RFP and any attachments, plans, and/or other related documents can be found on the City's website at <https://www.cityoftybee.org/Bids.aspx>. It is incumbent upon the proposer to check the website for additional information and/or addendums.

### **1.1 How to Prepare Proposals:**

#### **All Proposals must be:**

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the Proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

### **1.2 How to Submit Proposals:**

One original, and one electronic copy (usb flash drive) must be submitted in a sealed opaque envelope, plainly marked with the RFP number and title, and proposer's company name, to the office of the address below prior to the time specified. Include this entire RFP, and all required attachments, which can be found at the end of this document.

- **Include all requested documents, in addition to a W-9, certificate of insurance, and current business license.**
- **City/County Occupational Tax Certificate Requirement: Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located. In addition, contractors that are not located on Tybee Island, but do business in or with the City, are required to obtain a Tybee Island occupational tax certificate. Please contact Sharon Shaver for additional information at 912-472-5072, or in person at Tybee Island City Hall 403 Butler Ave, Tybee Island, Ga**
- **Include at least three (3) references documenting your experience with similar projects. Include name of project, construction cost, location, and current reference contact information including name, phone number, and email address. In addition to the information above, submit a written and/or photographic description of how these projects relate to this RFP.**
- **Include a 4"x4" sample of surface material, color options, and technical specifications.**
- **All Proposals must be hand delivered, mailed, or sent by courier in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**
- **Courier or hand deliver response package to:**

**RFP 2019-735 TRACK SURFACE  
MELISSA FREEMAN  
TYBEE ISLAND CITY HALL  
403 BUTLER AVE  
TYBEE ISLAND, GA. 31328**

- **Proposals may be submitted via US Mail, but proposers choosing this method should allow *at least* an additional 24 hours for delivery:**

**RFP 2019-735 TRACK SURFACE  
MELISSA FREEMAN  
CITY OF TYBEE ISLAND  
PO BOX 2749  
TYBEE ISLAND, GA. 31328**

**FAXED OR EMAILED COPIES, OR PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED, WILL NOT BE OPENED OR CONSIDERED.**

### **1.3 How to Submit an Objection:**

Objections from Proposers to this RFP or these specifications must be brought to the attention of the City of Tybee Island Purchasing Agent in the following manner:

- Proposers must present their written objections to this RFP at least seven (7) days prior to the proposal due date
- The objections contemplated may pertain to form and/or substance of the RFP documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this RFP.

### **1.4 Errors in RFP responses:**

Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk. In case of error in extension of prices in the proposal, the unit price will govern.

### **1.5 Questions concerning RFP:**

Questions, inquiries, suggestions, or requests concerning interpretation, clarification or additional information concerning any portion of this RFP must be made in a written e-mail, sent to the below named individual who will be the official point of contact for this RFP. **Questions must be submitted at least seven days before the closing date.**

Mark subject line on e-mail **“Questions on RFP 2019-735, Track Surface.”**

#### **POINT OF CONTACT:**

**Melissa Freeman  
mfreeman@cityoftybee.org**

Failure of a Proposer to ask questions, request changes, or submit objections by the dates indicated above shall constitute the Proposer's acceptance of all of the terms, conditions and requirements set forth in this RFP.

The issuance of a written addendum by the Procurement Officer is the only official method by which interpretation, clarification or additional information will be given. The

City of Tybee Island will not be responsible for any oral representation given by any employee, representative or others.

If the City of Tybee Island revises (amends) this RFP, the Procurement Officer will post a notice on the City's website <https://www.cityoftybee.org/Bids.aspx>

Unless otherwise specified in the addendum, you must acknowledge each addendum in your proposal. Failure to acknowledge each addendum will prevent your proposal from being considered for award. **It is solely your responsibility as a proposer to ensure that you have received all addenda and incorporated the changes into your proposal before submission.**

Unless otherwise specified in an addendum, the due date and time remains as listed above. **Do not assume an addendum changes any time requirements.**

## 2 GENERAL INFORMATION

### 2.1 Specifications:

Any obvious error or omission in specifications will not inure to the benefit of the proposer but will put the proposer on notice to inquire of or identify the same from the City of Tybee Island. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., will be construed to be the minimum requirements of these specifications.

### 2.2 Standards for Acceptance of Proposal for Contract Award:

City of Tybee Island reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of City of Tybee Island. City of Tybee Island reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal from a proposer whom investigation shows is not in a position to perform the contract.

**2.3 Proposer:** Whenever the term "proposer" is used it will encompass the "person," "business," "supplier," "vendor," or other party submitting a proposal to City of Tybee Island in such capacity before a contract has been entered into between such party and City of Tybee Island.

**2.4 Responsible / Responsive proposer:** *Responsible proposer* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive proposer* means a person or entity that has submitted a proposal that conforms in all material respects to the requirements set forth in the RFP.

**2.5 Compliance with Laws:** The proposer and/or contractor will obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county or city statute, ordinances and rules during the performance of any contract between the contractor and City of Tybee Island. Any such requirement specifically set forth in contract document between the contractor and City of Tybee Island will supplementary to this section and not in substitution thereof.

- 2.6 Contractor:** Contractor or subcontractor means any person or business having a contract with City of Tybee Island. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 2.7 State Licensing Board for General Contractors:** If applicable, pursuant to Georgia law, any proposer must be a Georgia licensed **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).
- 2.8 Security & Immigration Compliance:** On 1 July 2007, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. **No proposals will be considered unless a signed E-Verify Affidavit is enclosed with the submittal package.**

Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

**Systematic Alien Verification for Entitlements (SAVE) Program:** O.C.G.A. 50-36-1 required Georgia cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Responders are required to provide the Affidavit Verifying Status for City of Tybee Benefit Application prior to receiving any City contract. The affidavit is included as part of this RFP package.

**Protection of Resident Workers.** City of Tybee Island actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers can hire only persons who can legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of any hiree, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor will establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 2.9 Permitting and Approvals:** The contractor that is awarded the contract will be responsible for securing all necessary federal, state and local approvals required for the project.
- 2.10 Prices to be Firm:** Proposer warrants that proposal prices, terms and conditions quoted in his proposal will be firm for acceptance for a period of sixty (60) days from proposal opening date, unless otherwise stated in the RFP.
- 2.11 Completeness:** All information required by the RFP must be completed and submitted to constitute a proper proposal.
- 2.12 Quality:** All materials, or supplies used for the construction necessary to comply with

this RFP will be of the best quality, and of the highest standard of workmanship.

Workmanship employed in any construction, repair, or installation required by this RFP will be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.

- 2.13 Guarantee/Warranty:** Unless otherwise specified by the City of Tybee Island, the Proposer will unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, will repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City of Tybee Island. These repairs, replacements or adjustments will be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.
- 2.14 Liability Provisions:** Where proposers are required to enter or go onto City of Tybee Island property to take measurements or gather other information in order to prepare the Proposal as requested by the City, the proposer will be liable for any injury, damage or loss occasioned by negligence of the proposer, his agent, or any person the proposer has designated to prepare the proposal and will indemnify and hold harmless City of Tybee Island from any liability arising there from. The contract document specifies the liability provisions required of the successful proposer in order to be awarded a contract with City of Tybee Island.
- 2.15 Cancellation of Contract:** The contract may be canceled or suspended by City of Tybee Island in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next higher ranked Proposer, for articles and/or services specified or they may be purchased on the open market. The defaulting Contractor (or his surety) will be liable to City of Tybee Island for costs to the City of Tybee Island in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.16 Certification of Independent Price Determination:** By submission of this proposal, the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:
- a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly to any other proposer or to any competitor; and
  - c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2.17 Qualification of Business (Responsible Proposer):** the Scope of Work, specifications and plans define a responsible Proposer as one who meets, or by the date of the prop acceptance can meet, certifications, all requirements for licensing, insurance, registrations, or other documentation required. The City has the right to require any or

all proposers to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. The City has the right to disqualify the proposal of any proposer as being unresponsive or un-responsible whenever such Proposer cannot document the ability to deliver the requested product or service.

**2.18 Insurance Provisions, General:** The selected proposer to whom the contract is awarded will be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance must be included in the proposal.

- a. General Information that must appear on a Certificate of Insurance:
- i. Name of the Producer (proposer's insurance Broker/Agent).
  - ii. Companies affording coverage (there may be several).
  - iii. Name and Address of the Insured (this is the Company or Parent of the firm the City is contracting with).
  - iv. A Summary of all current insurance for the insured (includes effective dates of coverage).
  - v. A brief description of the operations to be performed, the specific job to be performed, and the contract number.
  - vi. Certificate Holder

**City of Tybee Island as an Additional Insured:** The City of Tybee Island must be named as an Additional Insured.

- b. Minimum Limits of Insurance to be maintained for the duration of the contract:
- i. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor. This policy coverage includes premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$2,000,000 bodily injury and property damage per occurrence and annual aggregate.
  - ii. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
  - iii. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$2,000,000 combined single limit per accident for bodily injury and property damage. Coverage must be written on an Any Auto basis.

- c. Special Requirements:

- i. **Extended Reporting Periods:** The Contractor must provide the City of Tybee



Island with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

- ii. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies will not affect coverage provided in relation to this request.
  - iii. **Cancellation:** Each insurance policy that applies to this request must be endorsed to state that it will not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the City of Tybee Island.
  - iv. **Proof of Insurance:** City of Tybee Island must be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the City of Tybee Island before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the City of Tybee Island contract.
  - v. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five-year basis, the current total Best's rating will be used to evaluate insurer acceptability.
  - vi. **Lapse in Coverage:** A lapse in coverage will constitute grounds for contract termination by the City of Tybee Island Mayor and Council.
  - vii. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the City of Tybee Island. At the option of the City of Tybee Island, either: the insurer will reduce or eliminate such deductibles or self-insured retention as related to the City of Tybee Island, its officials, officers, employees, and volunteers; or the Contractor will procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.
- 2.19 Compliance with Specification - Terms and Conditions:** The RFP, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.
- 2.20 Signed Proposal Considered Offer:** The signed Proposal will be considered an offer on the part of the Proposer, which offer will be deemed accepted upon approval by the City of Tybee Island Mayor and Council, Purchasing Agent or designee, as may be applicable. In case of a default on the part of the Proposer after such acceptance, the City of Tybee Island may take such action as it deems appropriate, including legal action, for damages or lack of required performance.
- 2.21 Notice to Proceed:** The successful proposer must not commence work under this RFP until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee, or as specified in the Special Conditions. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

**2.22 City/County Occupation Tax Certificate Requirement:** Contractor must supply a copy of their Occupational Tax Certificate as proof of payment of the occupational tax where their office is located. In addition, contractors are required to obtain an occupation tax certificate from the City of Tybee Island for a fee of \$20, if contractor's office is not located on Tybee Island. Please contact Sharon Shaver for additional information at 912-472-5072 or in person at Tybee Island City Hall 403 Butler Ave, Tybee Island, Ga

**2.23 Protest Policy:** Any proposer who is aggrieved in connection with a solicitation or award of a contract may appeal the decision to the Purchasing Agent no later than 48 hours prior to the date the award recommendation is scheduled to be approved by City Council. Recommendations to Council are posted on the preliminary agenda on the City's website on the Thursday prior to the Council meeting date. It is the proposer's responsibility to ascertain the City's recommendation for award. The appeal must include the name and address of the protestant, the solicitation number, a statement of the grounds for protest, and specify the ruling requested from the purchasing office. Awards will be held at bay until the protest is resolved.

**2.24 Payment to Contractors:** Instructions for invoicing the City of Tybee Island for products delivered to the City are specified in the contract document.

- a. Questions regarding payment may be directed to the Accounting Department at 912-472-5024 or City of Tybee Island's Project Manager as specified in the contract documents.
- b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
- c. Upon completion of the work or delivery of the products, the Contractor will provide the City of Tybee Island with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the City of Tybee Island have been paid in full.
- d. City of Tybee Island is a tax-exempt entity. Every contractor, vendor, business or person under contract with City of Tybee Island is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to City of Tybee Island by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

**2.25 Owner's Rights Concerning Award:** The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all proposals, and any proposal that is not responsive or that is over the budget, as amended, or that fails to suit the needs of the City as determined by the Owner in its sole discretion. In judging whether the Proposer is responsible, the Owner will consider, but is not limited to consideration of, the following:

- a. Whether the Proposer or principals are currently ineligible, debarred, suspended, or otherwise excluded from contracting by any state or federal agency, department authority;

- b. Whether the Proposer or principals have been terminated for cause or are currently in default on a public works contract;
- c. Whether the Proposer can demonstrate a commitment to safety with regard to Workers' Compensation by having an experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- d. Whether the Proposer's past work provides evidence of an ability to successfully complete public works projects within the established time, quality, or cost, or to comply with the Proposer's contract obligations.

**2.26 Debarred or Suspended Subcontractors:** Contractor will not subcontract, and will ensure that no subcontracts are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System (EPLS) at <https://www.epls.gov> or the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the City or other government entities. Contractor will immediately notify City of Tybee Island in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract.

**2.27 Cone of Silence:** Lobbying of Procurement Evaluation Committee members, City employees, and elected officials regarding this product or service solicitation, Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions will cause render your proposal invalid.

**2.28 Georgia Open Records Act:** The responses will become part of the City of Tybee Island's official files without any obligation on the City of Tybee Island's part. Ownership of all data, materials and documentation prepared for and submitted to City of Tybee Island in response to a solicitation, regardless of type, will belong exclusively to City of Tybee Island and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

It is the responsibility of the Proposer to notify the City of any documents turned over which contain trade secrets or other confidential matters. A Proposer submitting records which the entity or person believes contains trade secrets that wishes to keep such records confidential pursuant to O.C.G.A. § 50-19-72(34) will submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia.

Proposals will not be opened in public, and the information is exempt from disclosure, including the Open Records Act, until the RFP has been awarded, or all proposals have been rejected.

City of Tybee Island will not be held accountable if material from responses is obtained without the written consent of the proposer by parties other than the City of Tybee Island, at any time during the solicitation and evaluation process.

- 2.29 Georgia Trade Secret Act of 1990:** In the event a Proposer submits trade secret information to the City of Tybee Island, the information must be clearly labeled as a Trade Secret. The City of Tybee Island will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.30 Contractor Records:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the City of Tybee Island. This applies to those specific contracts currently in effect and those that have been completed or closed for up three (3) years following completion.
- 2.31 Method of Compensation:** The compensation provided for herein will include all claims by the contractor for all costs incurred by the contractor in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount will be paid to the contractor after receipt of the invoice and approval of the amount by the City of Tybee Island. The City will make payments to the contractor within thirty (30) days from the date of receipt of the contractor's acceptable statement on forms prepared by the contractor and approved by the City of Tybee Island.

Should the Project begin within any one month, the first invoice will cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices will be submitted each month until the Project is completed. Invoices will be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work pursuant to provisions of the contract. Each invoice will be accompanied by a summary progress report, which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the City of Tybee Island will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the City of Tybee Island, then the total amount to be retained will be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained will be further reduced at the discretion of the City of Tybee Island.

The Contractor may submit a final invoice to the City of Tybee Island for the remaining retainage upon City's acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due will be paid by the City to the Contractor when work has been fully completed and the contract fully performed, except for the responsibilities of the Contractor which survive final payment. The making of final payment will constitute a waiver of all claims by the City except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any

warranties required by the Contractor Documents or those items previously made in writing and identified by the City as unsettled at the time of final application for payment. Acceptance of final payment will constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

**2.32 Warranty Requirements:**

- a. Provisions of item 2.13 apply.
- b. Warranty required. See Contract Documents

**2.33 Terms of Contract:**

- a. ONE TIME CONTRACT

**2.34 Audits and Inspections:** At any time during normal business hours and as often as the City of Tybee Island deems necessary, the Contractor and his subcontractors will make available to the City and/or representatives of the City of Tybee Island for examination of all its records with respect to all matters covered by this Contract. It will also permit the City of Tybee Island and/or representatives of the Finance Department to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited will be available for inspection at all reasonable times in the main offices of the City of Tybee Island or at the offices of the Contractor as requested by the City of Tybee Island.

**3 EVALUATION CRITERIA**

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Team in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not based on what is inferred. After thoroughly reading and reviewing this RFP, each team member shall conduct his or her independent evaluation of the proposals received, and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

Criteria	Possible Points
Demonstration of Ability to Meet or Exceed all Requirements	25
Quality of, and Response from, References	25
Cost of Services	20
Work Plan and Timeline for Completion	15
Data Provided on Surface Materials	10
How well did the Proposer follow the RFP directions on preparing and submitting its proposal package?	5

**DEFINITIONS.** As used herein, the following terms will have the meanings set forth below, whether or not capitalized.

- (a) "Purchase Order" or "Order" means this purchase order.
- (b) "Buyer" means The City of Tybee Island.
- (c) "Seller" or "Vendor" means the party furnishing the supplies under this order.
- (d) "Supplies" means what the Seller furnishes the Buyer under this order and includes with limitation, the following; (1) the work; materials; articles; deliverable items, items, data and services, whether tangible or intangible or any combination thereof; and (2) what is leased or licensed, pursuant to the lease(s) or license(s) signed by both the Buyer and the lessor or licensor if attached to and made a part of this order.
- (e) "Loss" means any or all the following: claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees and expenses and other legal costs).

**ACCEPTANCE.** This order constitutes an offer that will become a binding contract upon the terms and conditions herein set forth upon acceptance by Seller either by acknowledgement of this order or commencement of performance. Buyer objects to any difference, conflicting or additional terms proposed by Seller in the acceptance of this order, and no such terms will be effective unless expressly accepted by Buyer in writing. Each shipment received by Buyer from Seller will be deemed to be only upon the terms and conditions contained in this order, except by such written instrument modifying the order, signed by Buyer, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice, or other form issued by Seller and notwithstanding Buyer's act of accepting or paying for any shipment, or similar act by Buyer.

**PRICES.** Seller represents that the prices, terms, warranties, and benefits contained in this order are comparable to or better than those offered to any other customer of Seller for items which are the same or substantially similar. Buyer will receive the benefit prospectively or retrospectively if Seller offers any item or service included in this order to any other customer at a lower price, more favorable terms, more favorable warranties, or more favorable benefits up to one year after completion of this order.

**PACKING AND SHIPPING.** All items will be suitable packed and prepared for shipment to insure their safe transportation, to secure the lowest transportation cost, and to comply with the requirements of carriers. Buyer's order number will appear on all documents and correspondence relating to these items. Packing lists will accompany the items and will include the order number, Buyer's part number, Seller model number, description of items shipped and any other information called for in the order. Buyer's count or weight will be final and conclusive on shipments not accompanied by a packing list. Seller will be liable for all excess transportation or other charges resulting from Seller's failure to comply with Buyer's packing, shipping, routing and delivery instructions.

**DELIVERY.** Any delivery schedule made a part of this order is an important, material condition; time is of the essence of the order. Unless otherwise agreed to in writing. Seller will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. It is Seller's responsibility to comply with this schedule, but not to anticipate Buyer's requirements. In addition to any other rights or remedies, Buyer may cancel all or any part of this order for Seller's failure to deliver in strict accordance with the delivery terms set forth herein. Seller will promptly notify Buyer of any anticipated delay in the delivery date and Buyer may require Seller to ship by alternate means in order to expedite delivery. Seller will pay additional costs and Seller will be liable all resulting damages to Buyer occasioned by the delay. Delivery will not be deemed complete until the items have been received and accepted by Buyer. Advance and excess shipments may

at Buyer's option be rejected and returned to Seller at Seller's expense.

**TRANSPORTATION.** Except as otherwise provided on the face of this order, transportation charges on Supplies will be f.o.b. destination, at Seller's sole cost and expense. Risk of loss from any casualty to supplies ordered hereunder, regardless of cause, will be Seller's responsibility until goods have been delivered to Buyer's designated delivery post. No insurance or premium transportation costs beyond the price listed in this order will be allowed unless authorized by Buyer in writing. If Seller does not comply with Buyer's delivery schedule, Buyer may, in addition to any other rights that Buyer may have under this order, require delivery by fastest way, and charges resulting from the premium transportation must be fully prepaid and absorbed by Seller.

**WARRANTY.** Seller warrants that all supplies delivered pursuant to this order will strictly conform to the applicable specifications (including without limitation information or functional performance, material content, size, appearance, response time, etc.), will be free from all defects and workmanship in materials including latent defects, will be free from defects in design and suitable for their intended purpose, and will be free from all claims, encumbrances, and liens. Seller agrees to indemnify, defend and hold Buyer, Buyer's employees, and those for whom Buyer may act as agent, harmless from all damages, including consequential and incidental damages, incurred or sustained by Buyer by reason of any breach of any warranty with respect to the supplies purchased. Buyer will be promptly reimbursed for all expenses incurred in the handling, inspection and return of defective items, and Seller will bear the risk of loss on all such items. If any of the supplies are found at any time prior to acceptance to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Buyer (in addition to any other rights which it may have under warranties or otherwise) may at its option (1) correct or have corrected the nonconformity at Seller's expense, or (2) reject and return such supplies or other deliverable items at Seller's expense, such supplies or other deliverable items not to be replaced without suitable written authorization from Buyer.

**CHANGES.** Buyer may at any time request in writing changes to this order in the specifications, packing, shipment, quantities, delivery schedules, and other matters. If any such change causes an increase or decrease in the costs of or the time required for performance, Seller will immediately notify Buyer. Any request for an equitable adjustment must be made in writing with 30 days from the date of the written request for the change. No additional charge or change in the specifications, packing, shipment, quantities, delivery schedules, and other matters will be allowed unless authorized by Buyer in writing.

**TAXES.** The Buyer, a municipality in the State of Georgia, is exempt from Georgia Sales Tax under the Sales and Use Tax ID # 302 526 178. All sales and use tax due on materials purchased by the city for installation by the seller under this contract are the responsibility of the contractor.

**ASSIGNMENT.** Neither this order nor any interest herein may be assigned, in whole or in part, by Seller without the prior written consent of Buyer. Notwithstanding the above, Seller may assign any monies due or to become due to him hereunder, provided that such assignment will not be binding upon Buyer until receipt of a copy of the assignment agreement is acknowledged and approved by Buyer in writing.

**SUBCONTRACTING.** Seller will not enter into a subcontract for any part of this order, including completed or substantially completed items or major components thereof, with Buyer's written consent. Nothing in this order will be seen as prohibiting Seller's purchase of standard commercial articles, raw materials, or other supplies specified in this order if these are typically purchased by Seller in the normal course of business.

**TERMINATION.** Buyer may terminate or suspend performance under this order in whole or in part from time to time by sending written notice to Seller. Upon receiving notice of such action by Buyer, Seller will immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs under this order. Buyer's sole liability to Seller will be for items completed and delivered to Buyer in accordance with this order and for Seller's reasonable costs to the date of termination, such costs being solely attributable to this order and not being recoverable from other sources.

**INDEMNIFICATION.** Seller agrees to indemnify, defend and hold Buyer, Buyer's employees, and those for whom Buyer may act as agent harmless from (1) any and all claims and liabilities for injuries or death of persons or damages to or destruction of property; (2) any other Loss caused by or resulting from the acts or omissions of Seller, its agents, subcontractors, suppliers or employees in the performance of this order; (3) any Loss caused by or resulting from the supplies purchased under this order, (4) any intended use of products or materials provided by Seller; (5) any defective products or materials provided by Seller, including without limitation the use or disposal of hazardous and/or toxic materials, such materials to include at minimum all materials recognized by the Environmental Protection Agency as hazardous; or (6) any breach by Seller of any express or implied warranties. If Seller's work hereunder involves operations by Seller's agents, subcontractors, suppliers or employees on Buyer's premises or any place where Buyer conducts operations, Seller will take all necessary precautions to prevent the occurrence of any injury or damage to persons or property during the progress of such work. Further, Seller will indemnify, defend and hold Buyer, Buyer's employees, and those for whom Buyer may act as agent harmless for any injuries occurring to Seller's agents, subcontractors, suppliers or employees and Seller will maintain public liability, property damage and employee's liability and compensation insurance sufficient to protect Buyer from any claims under any applicable law, statute, or regulation.

**MODIFICATION; WAIVER.** No waiver or modification of this order will be effective unless in writing and signed by both of the parties hereto. Failure of either party to enforce its rights under this order will not constitute a waiver of such rights or any other rights.

**ENTIRE AGREEMENT.** The parties intend this order as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, any prior or contemporaneous oral or written agreements as to the same subject matter notwithstanding.

**INVALIDITY.** In the event that any provision of this order is declared invalid, illegal, or otherwise unenforceable by any tribunal or law, the remainder of the provisions will not be affected thereby, and each term and provision not declared invalid, illegal or unenforceable will be valid and will be enforced to the fullest extent permitted by law.

**DRUG FREE WORKPLACE.** By accepting this order, the Seller certifies that he will provide a drug free workplace for his employees in accordance with the laws of the State of Georgia.

**SPECIFICATIONS, PROPOSALS, RFP DOCUMENTS.** The documents that form the basis for this order will include the plans, specifications, and proposal documents as attached hereto, together with any other documents so listed and enumerated, if any, and it is expressly understood that any special conditions listed and attached hereto are specifically made a part of this contract.

**APPLICABLE LAW.** The provisions and performance of this purchase order will be governed by the laws of the State of Georgia and applicable federal law. Seller agrees to bring all actions relating to this purchase order only in the state and federal courts located within Chatham County in the State of Georgia.



**APPROPRIATION.** Notwithstanding, any other provision hereof, this agreement will terminate at the end of each calendar year without liability or obligation on the part of the City in any calendar year where the City has not appropriated funds for the obligations hereunder for the next calendar year.

**PROTEST POLICY.** Any proposer who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Agent. The protest will be made to the purchasing office having responsibility for initiating the solicitation. The protest must be submitted in writing within seven calendar days after notice of award. The protest will include the name and address of the protestant, the solicitation number, a statement of the grounds for protest, and specify the ruling requested from the purchasing office. Awards will be held at bay until the protests are resolved.

**INSURANCE REQUIREMENTS.** Contractor will provide a Certificate of Insurance naming the City of Tybee Island as also insured, a 30 day cancellation notice, indicating the following minimum coverage:

Comprehensive General Liability	\$2,000,000.00
Automobile Public Liability	\$2,000,000.00

Workman’s Compensation Insurance equal to the statutory requirements.

**TAXES.** The City of Tybee Island, Georgia is not subject to any State or Federal taxes. Documentation will be provided with the invoice at the time of payment, if requested.

**DELIVERY: F.O.B. DESTINATION.** 30 Van Horne Ave, Tybee Island, Georgia 31328

**TERMINATION OF CONTRACT.** The City reserves the right to terminate the contract for reasons of violations by the successful proposer of any term or condition of the contract by giving thirty (30) days written notice, unless otherwise stated herein, stating the reasons therefore and giving the party ample time to remedy the deficiency.

**ATTACHMENT A**

**CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET**

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his proposal is submitted to the City.

The Proposer agrees, if awarded this Contract, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this RFP for the proposal amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the proposal amount, and;

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

**MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their proposal as proof of qualifications. Proposer that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

**African-American/Black** \_\_\_\_\_ **Asian American** \_\_\_\_\_ **Hispanic** \_\_\_\_\_ **Native American** \_\_\_\_\_

**Alaskan Indian** \_\_\_\_\_ **Female** \_\_\_\_\_

**ATTACHMENT B**

**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 TYBEE ISLAND 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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT C**

**O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_ contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE \_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**ATTACHMENT D**

**CITY OF TYBEE ISLAND VENDOR INFORMATION**

Vendor Name: \_\_\_\_\_

Product or Services Provided: \_\_\_\_\_

Sales Contact Information

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address:  
\_\_\_\_\_

Accounts Receivable Information

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Federal Tax Id #: \_\_\_\_\_

**Attach Copy of W-9 and Current Business License**

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.  
Our terms are net 30

**ATTACHMENT E**  
**PROPOSAL SHEET**  
**TRACK SURFACE**  
**RFP# 2019-735**

Please attach all specifications regarding materials, installation, and warranties to this sheet with your total proposal cost below.

**TOTAL:** \_\_\_\_\_

\_\_\_\_\_ **(Firm)**

\_\_\_\_\_ **(Signature)**

\_\_\_\_\_ **(Title)**

**ATTACHMENT F**

**CHECKLIST FOR SUBMITTING PROPOSAL**

**Sign below and submit this sheet with your proposal**

**NOTE: All of the following items must be submitted with your proposal to be considered “responsive”. Remember to follow the Instructions in the RFP Documents.**

**ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS** \_\_\_\_\_

**SAMPLE OF SURFACE MATERIAL WITH OPTIONS AND SPECS** \_\_\_\_\_

**(3) REFERENCES AS REQUESTED IN SUBMISSION INSTRUCTIONS** \_\_\_\_\_

**W-9 AND CURRENT BUSINESS LICENSE** \_\_\_\_\_

**CERTIFICATE OF INSURANCE** \_\_\_\_\_

**COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE PROPOSAL:**

**A. SIGNATURE SHEET** \_\_\_\_\_

**B. CONTRACTOR AFFIDAVIT** \_\_\_\_\_

**C. SAVE AFFIDAVIT** \_\_\_\_\_

**D. VENDOR INFORMATION** \_\_\_\_\_

**E. PROPOSAL SHEET** \_\_\_\_\_

**F. CHECKLIST FOR SUBMITTING PROPOSAL** \_\_\_\_\_

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
SIGNATURE



PLAYGROUNDS & SITE AMENITIES

221 Cable Industrial Way

Carrollton, GA 30117

[www.KorKat.com](http://www.KorKat.com)

PRESENTED TO:  
JAYCEE PARK  
CITY OF TYBEE ISLAND

## PLEXITRAC SURFACE INSTALLATION



**July 30, 2019 - 3:00 PM**

Shane Lanier, CEO, CPSI  
221 Cable Industrial Way  
Carrollton, GA 30117  
770-214-9322





PLAYGROUNDS & SITE AMENITIES

# TABLE OF CONTENTS

PROPOSAL ACKNOWLEDGEMENT

COMPANY INFO

BID DOCS

ADDENDUM #1

ADDENDUM #2

ADDENDUM #3

PRICING

W-9

COI

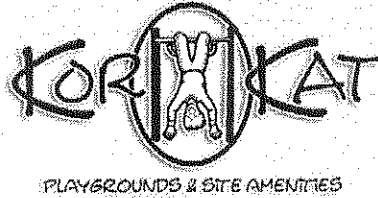
LICENSE

TAX CERTIFICATE

WARRANTY

REFERENCES

SAMPLES



## Plexitrac Surface Installation

Jaycee Park

City of Tybee Island

KorKat has carefully reviewed the contractual statements for the bid for the above named project and accepts all statements within the bid documents.

- Read and Understand Bidding Documents
- Attended the Pre-Bid Meeting on Thursday July 11th at 11:00am
- Participated in Q&A
- Site Visit
- Read and Understand Specifications and Requirements including Addendum 1, 2, & 3
- Read, Acknowledge, and Understand the Code of the City of Tybee Island Georgia, 15-2015, Sec 1, Art VII, Procurement, Sec 2-400
- Included KorKat's Occupational Tax Certificate as well as a Tybee Island Occupational Tax Certificate Application
- Read and Understand the COI requirements and included in bid Package
- Cost for extended access to building interiors or site
- Guaranteed pricing for 60 days

Shane Lanier, CEO

Date

7.26.19

DESIGN. BUILD. PLAY

# KORKAT TEAM

YOUR SUPPORT TEAM IN PLAY



## ABOUT YOUR TEAM

Who is KORKAT? Named after our owner's daughters Korin & Katie, we have grown since 2003 to be one of the largest recreation distributors in the southeast. With access to over 8,000 recreation equipment components.

Your team includes:

1. A full-time local representative
2. Your own estimator for your project
3. Shipping on our trucks when you are ready
4. Dedicated installation teams

## SERVICES TEAM

Where is your equipment made? All of SRP's playground equipment, and most of our other recreation equipment, is manufactured in Carrollton, GA next door to our offices. This offers you a significant discount on shipping and an unparalleled customer service advantage!

## DESIGN & FULFILLMENT

Your dedicated design consultant is responsible for working with you from start to finish. They will assist with budgeting, planning, and fulfillment. Your fulfillment team consists of your estimator, designer, and installation coordinator. They are responsible for job costing, laying out components, and interacting with our manufacturing partners. Once your order is placed, your shipping and installation coordinator works with your team and design consultant to ensure a smooth installation and turnover.

## DELIVERY & INSTALLATION

Our installation team is comprised of 4 full time installation teams that have extensive construction experience. They have got the experience and credentials you are looking for as both Certified Playground Safety Inspectors and certified factory installers.



---

# DESIGN. BUILD. PLAY.

KORKAT

---



## INTRO TO TEAM

### TOP DESIGN SUPPORT

Whether you are a property manager, HOA member, child care director, public school, municipality, parks director, or pool operator, we are sure to have what you're looking for.

### FULL-TIME INSTALLERS

We have full-time installers that can install your equipment regardless of your location. Our installers are certified trained installations and certified trained manufacturer's installers.

### LOCAL SUPPLIERS

We selectively choose our manufacturing partners for their high quality, innovation, and customer support. Most of our vendors are located within 1/4 mile of our offices.

## WE ARE DEDICATED "PLAYGROUND PEOPLE" THAT JUST GET IT

We work with over 700 customers, just like you, per year and each relationship is earned. Each child is unique, each story and need is unique, and we strive to make **YOU** feel unique.

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #1**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: TUESDAY, JULY 30, 2019 by 3:00pm**

**PRE-PROPOSAL MEETING: THURSDAY, JULY 11 at 11:00am**

To all prospective proposers, please note the following changes:

**SPECIFICATIONS AND REQUIREMENTS**

The City of Tybee Island is soliciting proposals for installation of a 3/8<sup>th</sup> inch thick Plexitrac or similar surface material (SBR/EPDM latex) to cover and adhere to an existing asphalt walking path in Jaycee Park.

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: Lanier Plans, Inc. dba KorKat

Name/Title: Shane Lanier, CEO

Signature: 

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #2**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: TUESDAY, JULY 30, 2019 by 3:00pm**

**To all prospective proposers, please note the following highlighted changes:**

**SPECIFICATIONS AND REQUIREMENTS**

The City of Tybee Island is soliciting proposals for installation of a minimum thickness of 3/8<sup>th</sup> inch Plexitrac or similar surface material (SBR/EPDM latex) to cover and adhere to an existing asphalt walking path in Jaycee Park.

Contractor must prepare the track in advance to remove roots and other potential tripping hazards, to insure both adhesion and a smooth finish. If this preparation necessitates removal of asphalt, asphalt must be replaced prior to installation of new surface material.

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: Lanier Plans, Inc. dba KorKat

Name/Title: Shane Lanier, CEO

Signature: 

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #3  
7-24-19**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: WEDNESDAY JULY 31, 2019 by 3:00pm**

**To all prospective proposers, please note the following questions and answers related to this RFP. This addendum is also changing to due date for proposals to July 31<sup>st</sup> at 3pm.**

1. Will the scope of work include the path that intersects the walking track from Cedarwood Drive to the Gazebo? No. This section is not included in the scope of work.
  
2. Will the city consider an additional option for a layer of SBR under the EPDM cap instead of repairing the asphalt track? Yes, the City will accept this method for instances of current cracks in the asphalt. In instances where the asphalt must be removed in order to remove tree roots or other tripping hazards, new crush n run and asphalt must be replaced before installation of walking track surface.

Return this signed addendum with your proposal response.

Name of Company: Lanier Plans, Inc. dba KorKat

Name/Title: Shane Lanier, CEO

Signature: 

ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his proposal is submitted to the City.

The Proposer agrees, if awarded this Contract, he/she will:

A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this RFP for the proposal amount; or,

B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the proposal amount, and;

Lanier Plans, Inc. dba KorKat

COMPANY

7-26-19

DATE



SIGNATURE

CEO

TITLE

770-214-9322

TELEPHONE NUMBER

**MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their proposal as proof of qualifications. Proposer that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black \_\_\_\_\_ Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_

Alaskan Indian \_\_\_\_\_ Female \_\_\_\_\_



ATTACHMENT B

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 TYBEE ISLAND 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:

86-1063618  
Federal Work Authorization User Identification Number

9/17/2009  
Date of Authorization

Lanier Plans, Inc. dba KorKat  
Name of Contractor

Jaycee Park - Plexitrac Surface Installation  
Name of Project

KorKat  
Name of Public Employer

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

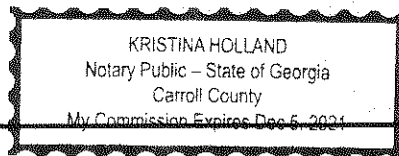
Executed on July 26, 2019 in Carroll (city), GA (state).

*Shane Lanier*  
Signature of Authorized Officer or Agent

Shane Lanier, CEO  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 26 DAY OF July, 2019.

*Kristina Holland*  
NOTARY PUBLIC  
My Commission Expires: December 5, 2021



ATTACHMENT C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) KorKat contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) SL I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: \_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

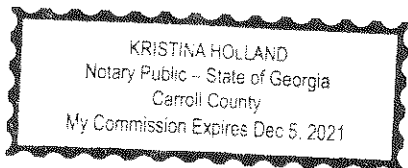
Executed in Carrollton (city), Georgia (state).

*Shane Lanier*  
Signature of Applicant

Shane Lanier  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 26 DAY OF July, 2019

*Kristina Holland*  
NOTARY PUBLIC  
My Commission Expires: December 5, 2021



ATTACHMENT D

CITY OF TYBEE ISLAND VENDOR INFORMATION

Vendor Name: Lanier Plans, Inc. dba KorKat

Product or Services Provided: Surfacing

Sales Contact Information

Contact: Shane Lanier Email: ShaneL@KorKat.com

Phone: 770-214-9322 Fax: 770-214-9323

Address:  
221 Cable Industrial Way Carrollton, GA 30117

Accounts Receivable Information

Contact: Gina Smith Email: GinaS@KorKat.com

Phone: 770-214-9322 Fax: 770-214-9323

Remittance Address: 221 Cable Industrial Way Carrollton, GA 30117

Federal Tax Id #: 86-1063618

**Attach Copy of W-9 and Current Business License**

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.  
Our terms are net 30

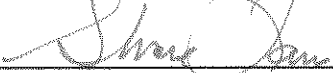
ATTACHMENT E  
PROPOSAL SHEET  
TRACK SURFACE  
RFP# 2019-735

Please attach all specifications regarding materials, installation, and warranties to this sheet with your total proposal cost below.

EPDM AS FOLLOWS:  
TOTAL SQUARE FOOTAGE @ 16,088  
CRITICAL FALL HEIGHT @ 4'  
RUBBER TO BE A TOTAL HEIGHT OF 2"  
SBR BASE @ 1.5"  
EPDM CAP @ 1/2"

TOTAL: \$150,765.29

Lanier Plans, Inc. dba KorKat (Firm)

 (Signature)

CEO (Title)

ATTACHMENT F

CHECKLIST FOR SUBMITTING PROPOSAL

Sign below and submit this sheet with your proposal

NOTE: All of the following items must be submitted with your proposal to be considered "responsive". Remember to follow the Instructions in the RFP Documents.

ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS

SL

SAMPLE OF SURFACE MATERIAL WITH OPTIONS AND SPECS

SL

(3) REFERENCES AS REQUESTED IN SUBMISSION INSTRUCTIONS

SL

W-9 AND CURRENT BUSINESS LICENSE

SL

CERTIFICATE OF INSURANCE

SL

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE PROPOSAL:

A. SIGNATURE SHEET

SL

B. CONTRACTOR AFFIDAVIT

SL

C. SAVE AFFIDAVIT

SL

D. VENDOR INFORMATION

SL

E. PROPOSAL SHEET

SL

F. CHECKLIST FOR SUBMITTING PROPOSAL

SL

Shane Lanier, CEO  
NAME/TITLE


Lanier Plans, Inc. dba KorKat  
COMPANY NAME

221 Cable Industrial Way  
ADDRESS

Carrollton, GA 30117  
CITY/STATE/ZIP

770-214-9322  
PHONE NUMBER

ShaneL@KorKat.com  
EMAIL

  
SIGNATURE

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Lanier Plans, Inc</b>		
	2 Business name/disregarded entity name, if different from above <b>dba KorKat</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. <b>221 Cable Industrial Way</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Carrollton, GA 30117</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
8	6	-	1	0	6	3	6	1	8

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/1/2019
------------------	----------------------------	-----------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup with later.*

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: McGriff Insurance Services, 741 W. Lanier Ave., Suite 100, Fayetteville, GA 30214-GA, 770 471-7100. CONTACT NAME: GA Certificate Team, PHONE: 770 471-7100, FAX: 877 657-1559, E-MAIL ADDRESS: certificatesga@mcgriffinsurance.com. INSURER(S) AFFORDING COVERAGE: Burlington Insurance Company (23620), American Builders Insurance Company (11240), Selective Way Insurance Company (26301).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (A), Automobile Liability (C), Umbrella Liability (A), and Workers Compensation and Employers' Liability (B).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\*\* Workers Comp Information \*\*
Proprietors/Partners/Executive Officers/Members Excluded: Shane Lanier
RE: Jaycee Park
(See Attached Descriptions)

CERTIFICATE HOLDER: City of Tybee Island, 403 Butler Avenue, Tybee Island, GA 31328. 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: Will D O...



## DESCRIPTIONS (Continued from Page 1)

**\*\* See Attached Forms \*\***

**CG 2404 05/09 - Waiver of Rights of recovery**

**CG 2010 07/04 - Additional Insured - Owners, Lessees or Contractors**

**CG 2037 07/04 - Additional Insured - Owners, Lessors and Contractors - Completed Operations**

**CA 7809 11/17 - ElitePac Commercial Automobile Extension**

**IFGG0094 03/17 - Amendment Other Insurance (Primary and Non-Contributory Coverage)**

**WC00313 04/84 - Waiver of Our Right To Recover From Others Endorsement**

**RE: Jaycee Park**

POLICY NUMBER: 435BW51111

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

## SCHEDULE

<b>Name Of Person Or Organization:</b>	Any person or organization for whom you are required to waive your right of recovery on this Coverage Part under a written contract or agreement
--	--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) or**

**Location(s) Of Covered Operations**

**Organization(s):**

Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement prior to the date of loss that such person or organization be added as an additional insured on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement prior to the date of loss that such person or organization be added as an additional insured on your policy.	
*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

# ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO  
CA 78 09 11 17

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

#### AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

##### NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

##### EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

#### EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

##### FELLOW EMPLOYEE COVERAGE

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

##### CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

##### LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

##### BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

#### **EMPLOYEES AS INSUREDS**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

#### **AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE**

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

#### **TOWING AND LABOR**

**SECTION III, A.2. - Towing** is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

**ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses** is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - (a) The operational safety of the vehicle might otherwise be impaired;
  - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
  - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

**SECTION IV, B.5. Other Insurance** Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**HIRED AUTO LOSS OF USE COVERAGE**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

**AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
  - c. Security deposits not refunded by the lessor or financial institution;
  - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

**PERSONAL EFFECTS**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

**AIRBAG COVERAGE**

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**SECTION III, B.4. - Exclusions**

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:

- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

**COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE**

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

**PHYSICAL DAMAGE LIMIT OF INSURANCE**

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**

**DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

**WAIVER OF SUBROGATION**

**SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

**MULTIPLE DEDUCTIBLES**

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

**POLICY PERIOD, COVERAGE TERRITORY**

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".



We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

#### **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES**

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

#### **AMENDMENTS TO SECTION V - DEFINITIONS**

##### **BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

#### **ADDITIONS TO SECTION V - DEFINITIONS**

##### **COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

#### **EXTRA HEAVY TRUCK**

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

#### **HEAVY TRUCK**

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

#### **LIGHT TRUCK**

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

#### **MEDIUM TRUCK**

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

#### **PRIVATE PASSENGER AUTO**

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

#### **SOCIAL SERVICE VAN OR BUS**

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

#### **TELEMATIC DEVICE**

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

#### **VOLUNTEER WORKER**

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"ALL WRITTEN CONTRACTS THAT REQUIRE A WAIVER OF SUBROGATION"

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. WCV11729710

Endorsement No.

Insured Lanier Plans Inc dba Korkat

Premium \$

Insurance Company

Countersigned by \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – OTHER INSURANCE (PRIMARY AND NON-CONTRIBUTORY COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **Schedule of Additional Insured(s):**

Any person or organization named in an Additional Insured endorsement attached to this policy with whom you have agreed, in a written contract, that such person or organization should be provided primary and non-contributory coverage, but only when such written contract is fully executed prior to an "occurrence" in which coverage is sought under this policy.

**A.** Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance** of **Section IV-Commercial General Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

**B.** Paragraph **C.** of this endorsement replaces paragraph **4. Other Insurance** of **Section IV-Products-Completed Operations Liability Conditions**, but only with respect to the insurance afforded to the additional insured(s) scheduled above.

### **C. Other Insurance**

Notwithstanding other valid and collectible insurance available to the insured for a loss we cover under the applicable Coverage Part to which this endorsement is modifying, this insurance is primary and non-contributory.

However, this endorsement:

1. Applies only when you are required by contract, agreement or permit to provide primary and non-contributory coverage for the additional insured, provided such written contract, agreement or permit is fully executed prior to an "occurrence" in which coverage is sought under this policy, and
2. Does not apply to any claim, loss or liability due to the sole negligence of the additional insured.

**All other terms and conditions of this Policy remain unchanged.**



NO: 000791

## OCCUPATION TAX CERTIFICATE

**DATE:** 1/22/2019

**RECEIVED OF:** LANIER PLANS INC DBA KORKAT

IN CONSIDERATION OF WHICH IS REQUIRED BY THE CITY OF CARROLLTON  
OCCUPATION TAX ORDINANCE, CODE OF ORDINANCES OF THE CITY.

**NAME OF OWNER/MANAGER:** SHANE LANIER

**LOCATION AT:** 221 CABLE INDUSTRIAL WAY 770-214-9322

**TYPE CODE:** CARPENTRY WORK, CONT

**THIS CERTIFICATE EXPIRES ON:** 12/31/2019

**WITNESS MY HAND AND SEAL OF THE CITY  
THE DAY AND YEAR ABOVE WRITTEN**

*James O. Lippett*   
CITY CLERK

OCCUPATION TAX CERTIFICATE IS NON-TRANSFERRABLE  
ORDINANCES NOW IN FORCE OR WHICH MAY BE ENACTED HEREAFTER

SHANE LANIER  
LANIER PLANS INC DBA KORKAT  
221 CABLE INDUSTRIAL WAY  
CARROLLTON GA 30117



**STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER OR DEALER**

**EFFECTIVE OCTOBER 1, 2011**

To: \_\_\_\_\_  
(SUPPLIER) (DATE)

\_\_\_\_\_  
(SUPPLIER'S ADDRESS) (CITY) (STATE) (ZIP CODE)

**THE UNDERSIGNED DOES HEREBY CERTIFIES** that all tangible personal property purchased or leased after this date will be for the purpose indicated below and that this certificate shall remain in effect until revoked in writing. Any tangible personal property obtained under this certificate of exemption is subject to the sales and use tax if it is used or consumed by the purchaser in any manner other than that indicated on this certificate (Check appropriate box.)

- 1. Purchases or leases of tangible personal property or services for resale. O.C.G.A. § 48-8-30.
- 2. For use by the Federal Government, Georgia State Government, any county, municipality, qualifying authority or public school system of this state. Payment must be made by warrant on appropriated Government funds.  
A Georgia sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1).
- 3. Purchases or leases of tangible personal property or services for **RESALE ONLY** by a church, qualifying nonprofit child caring institution, nonprofit parent teacher organization or association, nonprofit private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boy Scouts of the U.S.A. or Girl Scouts of the U.S.A. **THIS EXEMPTION DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY OR DONATED BY THE PURCHASING ENTITY.** A Georgia sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(15),(39),(41),(56),(59),and(71).
- 4. Non-returnable materials used to package tangible personal property for shipment or sale. These items shall be used solely for packaging and shall not be purchased for reuse. O.C.G.A. § 48-8-3(35).
- 5. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state sold by the manufacturer or assembler for use exclusively outside of this state when possession is taken by the purchaser within this state for the sole purpose of removing the property from this state under its own power due to the fact that the equipment does not lend itself more reasonably to removal by other means. A Georgia sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- 6. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components and replacement/repair parts of each, which will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers in interstate or foreign commerce under authority granted by the United States government. Private and contract carriers are not exempt. O.C.G.A. § 48-8-3(33)(A).

**PURCHASER'S BUSINESS ACTIVITY**

Under penalties of perjury I declare that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Name of Purchaser: LANIER PLANS INC DBA KORKAT Sales Tax Number: 214-789595

Purchaser's Address: 221 CABLE INDUSTRIAL City: WAY- CARROLLTON State: GA ZIP Code: 30117

Name: SHANE LANIER Signature: *Shane Lanier* Title: OWNER

A dealer must secure one completed certificate from each buyer making tax exempt purchases. The dealer must maintain a copy of the certificate presented for audit purposes. Certificates must be obtained within 90 days of the exempt sale being completed or within 120 days of the Department's request. Certificates obtained within 120 days of the Department's request must meet the good faith standard as defined in O.C.G.A. § 48-8-38. Exempt sales cannot be made to Taxpayers holding a "214" prefix and use tax number.



PLAYGROUNDS & SITE AMENITIES

## **CITY OF TYBEE ISLAND OCCUPATIONAL TAX CERTIFICATE**

The City of Tybee Island Occupational Tax Certificate was applied for, but has not yet been received. Please see the following pages for Application Documents.



## CITY OF TYBEE ISLAND BUSINESS LICENSE APPLICATION

<i>City of Tybee use only:</i>	
Date _____	
New _____	
Renewal _____	
License # _____	

Business Name <b>Lanier Plans, Inc. dba KorKat</b>			
Location <b>221 Cable Industrial Way, Carrollton, GA 30117</b>			
Mailing Address <b>221 Cable Industrial Way, Carrollton, GA 30117</b>			
Phone <b>770-214-9322</b>		Email <b>ShaneL@KorKat.com</b>	
Federal ID # Or SSN # <b>86-1063618</b>		Sales Tax ID <b>214-789595</b>	NAICS Code
Business Type (circle one): Sole Proprietor Partnership <input checked="" type="checkbox"/> Corporation LLC Non-Profit Other: _____			
Names and Home Addresses of Owners, Partners or Corporate Officers			
Names	Home Address	City, State, Zip	Title
<b>Shane Lanier</b>	<b>117 Elizabeth LN</b>	<b>Bremen, GA 30110</b>	<b>CEO</b>

Describe the business you would like to license:

Playground, Amenities, Shade, Shelter, & Surfacing distributor and installer.

Has this business or anyone connected with this business been cited or charged with any violation of Georgia Law, Federal Law, Local Ordinance, or any Rule or Regulation of the State Revenue Commissioner or any Rule or Regulation of the City or County within the past 12 months? (circle one) YES or NO (If YES, include details)

No.

Any business that requires state licensing must present state license when applying.

It is the applicant's responsibility to ensure zoning conformance. If there is a question as to whether the location is zoned correctly please contact the City Marshal at 912-472-5098 or the Zoning Department at 912-472-5033. A schedule of regulatory fees is attached. Application for alcohol license requires a different form and city council approval. Application for live or recorded entertainment requires a separate form, annual review and city council approval.

Are you transporting your customers/clients as part of your business?(Land or Water) No. Any business that transports clients/customers must provide a proof of insurance, i.e. declaration page showing expiration date of policy.

Applicant Signature  Date 7/25/2019

Printed Name Shane Lanier

Received by \_\_\_\_\_ Date \_\_\_\_\_

ROUTING	APPROVAL	BY	DATE	FEEs
City Manager / Administrator	REQUIRED			1000 Occupational Tax 125.00
Zoning Approval	REQUIRED			9999 Administration Fee 10.00
Insurance Policy Required for \$ _____	YES or NO			\$100. Transportation Fee

## BUSINESS LICENSE INFORMATION

Every business in this city or doing business or engaged in business within the city is hereby required to have a business license from the city for the privilege of engaging in a business, profession or occupation within the corporate limits, unless city licensing is prohibited under state law or the activity is exempted by this Code.

A health inspection is required prior to opening for any new business that has ice or food service. Contact the Chatham County Health Department at (912) 356-2441. A Life Safety inspection by the Chatham County Fire Marshal is required for new businesses. The contact number is (912) 201-4306. If any renovations are to be done a building permit is required. Contact the Planning & Zoning Department by calling (912) 472-5030.

**Registration of Contractors:** Any non-Tybee Island contractor working on the island must complete a Contractor Registration application and an Affidavit Verifying Status. The applicant must present a current local Business License and a current State License, if applicable. The fee for contractor registration is \$20.00 annually.

Regulatory fees are charged as follows, please include if your business falls under the following classifications:

	LICENSE CLASSIFICATION	FEE
	Occupational Tax (Business License Fee) (Required for a business on the Tybee Island)	125.00
	Administrative Fee (Required for a business on Tybee Island)	10.00
	Retail Beer/Wine – Package Sales Only, Consumption on Premises Prohibited	350.00
	Retail Beer/Wine – Sale by Drink for Consumption on Premises Only	575.00
	Retail Liquor – Sale by Package Only, Consumption on Premises Prohibited	850.00
	Retail Liquor – Sale by Drink for Consumption on Premises Only	1,250.00
	Retail Liquor – Sale by Package & Drink both in One Building under One Ownership	2,000.00
	Sunday Sales – Sale by Drink for Consumption on Premises Only	150.00
	Sunday Sales – Package Sales Only	50.00
	Wholesale Beer	765.00
	Wholesale Liquor	1,500.00
	Wholesale Wine	150.00
	Distiller, Brewer, or Manufacturer of Alcoholic Beverages	300.00
	Special Event – Public or Private Property - Beer, Wine (no current license) per event	50.00
	Special Event – Public or Private Property - Beer, Wine (no current license) 3 days	100.00
	Special Event – Public or Private Property - Beer, Wine (holding current license) per event	10.00
	Special Event – Business or Private Property – Beer, Wine, Liquor (no current license) per event	50.00
	Special Event – Business or Private Property – Beer, Wine, Liquor (no current license) 3 days	100.00
	Special Event – Business or Private Property– Beer, Wine, Liquor (holding current license) per event	10.00
	Advertising Bench, per bench	25.00
	Amusements, Itinerant (Circus, Carnival)	\$75 per day / \$600 maximum
	Beach Equipment, Beach Vehicle, and Water Craft Rental, per site	300.00
	Bondsman	165.00
	Book & Magazine Canvasser, registration fee	45.00
X	Contractor Registration Fee (Building & Construction Contractors, Subcontractors and Tradesmen, licensed in another jurisdiction)	20.00
	Escort	500.00
	Entertainment License	50.00
	Insurance Sales	40.00
	Massage therapist & other miscellaneous health practitioner	250.00
	Private Parking Lot	200.00
	Promoter – Special Events, Pageants, Festivals, Exhibitions, Sporting Events, Shows, per Single Event	50.00
	Transient Merchant, per day	75.00
	Vendor, Festival Hawker, per day	25.00
	Vendor, Arts & Crafts, per event	25.00
	Pedicabs for hire	100.00
	Taxi, Scenic and Sightseeing Touring Vehicles, Charter- Land or Water	100.00





License #: \_\_\_\_\_

### Affidavit Verifying Status for City Public Benefit Application

By executing this affidavit under oath, as an applicant for a City of Tybee Island, Georgia, Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as referenced in O.C.G.A. Section 50-36-1, the undersigned applicant representing Lanier Plans, Inc. dba KorKat (name of business), verifies one of the following with respect to my application for public benefit:

1) X I am a United States citizen.  
(document example: Driver's license, US Passport, US Military Card, etc.)

**OR**

2) I am a legal permanent resident of the United States  
(document example: I-551 Permanent Resident Card, Certificate of Citizenship, etc.)

2) I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.  
My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_  
(document example: Temporary Resident Card, Employment Authorization Card, etc.)

- The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1-(e), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Shane Lanier  
Signature of Applicant

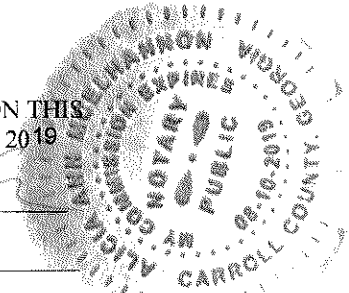
7/25/2019  
Date

Shane Lanier  
Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS  
THE 25 DAY OF July, 2019

Notary Public [Signature]

My Commission Expires: 8/10/19



PLEASE COMPLETE THIS AFFIDAVIT AND SUBMIT A COPY OF THE IDENTIFICATION DOCUMENT (front and back) **PRESENT IN PERSON** AT 403 BUTLER AVE OR FAX TO 912- 786-5832 OR E-MAIL TO: [SSHAYER@CITYOFTYBEE.ORG](mailto:SSHAYER@CITYOFTYBEE.ORG) . REFERENCE YOUR BUSINESS LICENSE NUMBER IN THE SUBJECT LINE OF YOUR E-MAIL. If fax or email this form, please have this form notarized prior to submitting it to The City of Tybee Island at [sshayer@cityoftybee.org](mailto:sshayer@cityoftybee.org) or 912 786-5832. The City of Tybee has a notary, if submitting in person.

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:*

**E-VERIFY AFFIDAVIT**

**For Employers with 10 or fewer employees**

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize 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. § 36-60-6.

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Printed Name of Exempt Private Employer

\_\_\_\_\_  
Signature of Exempt Private Employer or Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Person Executing Affidavit

**For Employers with more than 10 employees**

Private Employer Affidavit of Compliance Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation has registered with and utilizes 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. § 36-60-6. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

253952

\_\_\_\_\_  
Federal Work Authorization User Identification Number (Four-Six numbers)

9/19/2009

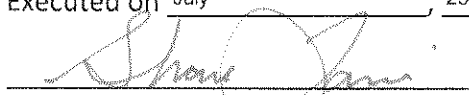
\_\_\_\_\_  
Date of Authorization

Lanier Plans, Inc. dba KorKat

\_\_\_\_\_  
Name of Private Employer

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

Executed on July \_\_\_\_\_, 25 \_\_\_\_\_, 2019 in Carrollton \_\_\_\_\_ (city), GA \_\_\_\_\_ (state).

  
Signature of Authorized Officer or Agent

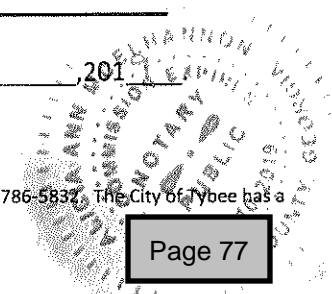
Shane Lanier

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 25 DAY OF July, 2019

  
NOTARY PUBLIC



If fax or email this form, please have the forms notarized prior to submitting it to The City of Tybee Island at [sshaver@cityoftybee.org](mailto:sshaver@cityoftybee.org) or 912 786-5832. The City of Tybee has a notary, if submitting in person.



**OUTDOOR**  
Safety Surfacing

# **MAINTENANCE & CLEANING INSTRUCTIONS**



# OUTDOOR

## Safety Surfacing

### PLAYGROUND SAFETY SURFACING

#### MAINTENANCE AND CLEANING INSTRUCTIONS

Like many surfaces, such as concrete or asphalt, a good maintenance and cleaning program will enhance the longevity and appearance of your Outdoor Safety Surfacing Playground Safety Surfacing.

#### I. ROUTINE CLEANING AND INSPECTION

The frequency of routine cleaning and inspection of your Outdoor Safety Surfacing Playground Safety Surfacing depends on the environment and the amount of use. Over time, your surfacing may get covered with dirt, debris or loose pieces of rubber. Routinely remove any debris or other loose material and inspect the surfacing for any signs of damage, unusual wear or movement. Immediately contact Outdoor Safety Surfacing if you think the surfacing requires any type of repair or a more thorough inspection.

##### 1.1 Broom

Sweeping the surfacing with a stiff bristle outdoor broom is the most common method of keeping it clean. However, because of the porosity and texture of the surface, it is difficult to remove all contaminants by sweeping alone.

##### 1.2 Water Hose

Use a water hose with a spray nozzle attachment to remove contaminants from the surfacing. This is more thorough than just using a broom.

##### 1.3 Cleaning Agents

Household or commercial cleaners that contain both odor suppressants and disinfectants can be used on your surfacing. Dilute the cleaning agent as recommended by the manufacturer. Apply to the surface using a mop or scrub brush. This will remove most light stains.



# OUTDOOR

## Safety Surfacing

### I. **ANNUAL CLEANING and Roll Coating**

Your surfacing should be broom swept, vacuumed and **roll coated** at least once a year. This is required maintenance to your surface. Lack of maintenance will void the warranty. The roll coat process can be done by the customer or OSS. If you decide to roll coat your surface yourself, please take before and after pictures. If the roll coat is not done you may have black residue come off of the surface. The time period for this is determined by usage and UV exposure.

#### 1.1 Tools:

1. Broom (stiff bristle outdoor broom).
2. Vacuum (Shop Vac or equivalent).
3. Water hose with spray nozzle attachment.
4. Household or commercial cleaning agent (heavy duty, high foaming detergent).
5. Bucket and scrub brush.

#### 1.2 Procedure:

1. Remove any debris or other loose material.
2. Broom surface.
3. Vacuum surface.
4. Dilute the cleaning agent as recommended by the manufacturer.
5. Clean surface in 5' by 5' sections. Apply diluted cleaning agent to the surface until wet.
6. Thoroughly scrub surface and work diluted cleaning agent to a thick foam.
7. Hose thoroughly. No foam or evidence of residue should be apparent after hosing.
8. After cleaning entire surface, re-wet with water to ensure complete flushing.

### **ROLL COAT INSTRUCTIONS**

Depending on the usage of your playground you may need a roll coat every 6 months to 1 year. The application is just like painting an interior wall with a roller. Dip the roller into a tray with the binder and apply just like you would paint with a 3/8" nap roller. The conditions can not have any moisture what so ever. If there is dew early in the morning, wait till it dries. The moisture in the air we can't control so it usually does not have any effect. The only other rule is it can't be below 40 degrees.



**OUTDOOR**  
Safety Surfacing

# WARRANTY INFORMATION



# OUTDOOR Safety Surfacing

## POURED-IN-PLACE (EPDM) PLAYGROUND SAFETY SURFACING

### **FIVE YEAR LIMITED WARRANTY**

Outdoor Safety Surfacing warrants the Poured-in-Place Safety Surfacing (“the Surfacing”) installed for \_\_\_\_\_ (“the Owner”), located at \_\_\_\_\_ for a period of five (5) years commencing from the date of substantial completion established on \_\_\_\_\_ and expiring on \_\_\_\_\_.

*This limited warranty includes only Outdoor Safety Surfacing’s obligation to repair, replace or issue a credit, at Outdoor Safety Surfacing’s option, for defective material or workmanship in the Surfacing that has failed during the warranty period. A failure in the Surfacing includes edge raveling, bubbling, delamination, peeling or loss of integrity as a result of degradation. Outdoor Safety Surfacing is under no obligation or responsibility to repair and/or replace the Surfacing if damaged by vandalism (including cuts, burns, gouges, etc.), misuse, abuse or alteration, improper subsurface design or construction, improper drainage, improper or lack of maintenance, any foreign residue that may be deposited on the surface, normal wear and tear, damage from sharp objects (high heels, spikes, etc.) or acts of God.*

*All warranty claims shall be made in writing to Outdoor Safety Surfacing within ten (10) days after Owner has knowledge thereof, but in no event later than ten (10) days after expiration of the warranty. Written notice shall include the date of discovery of the failure, description of the failure, photos of the failure and a request for a warranty claim meeting with Outdoor Safety Surfacing at the location of the Surfacing for which the warranty claim is being made. Outdoor Safety Surfacing shall not be responsible for warranty claims if Owner fails to provide written notice within ten (10) days of discovery of the failure.*

*Outdoor Safety Surfacing shall determine the validity of all warranty claims after sufficient evidence has been gathered. Outdoor Safety Surfacing shall then repair, replace or issue a credit for any valid claims. Any credit issued to the Owner on a warranty claim shall be on a prorated basis and may only be used to purchase replacement and/or additional Surfacing. The prorated formula for issuing a credit shall be 100% of the original purchase price during year one, 80% during year two, 60% during year three, 40% during year four, and 20% of the original purchase price during year five.*





# OUTDOOR

## Safety Surfacing

*Any dispute as to whether and to what extent there is a Surfacing failure and a subsequent valid warranty claim within the meaning of this limited warranty shall be initially dealt with by joint investigation and discussion between Outdoor Safety Surfacing and the Owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either Outdoor Safety Surfacing or the Owner shall submit the matter to an arbitrator who shall make a determination in accordance with the rules and regulations of the American Arbitration Association. The decision of said arbitrator shall be binding on both parties.*

*This limited warranty does not include the subsurface (existing surface, existing or new aggregate, existing or new concrete or existing or new asphalt). If the subsurface fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving or settling), this limited warranty shall be rendered invalid. If the subsurface is new concrete and a curing agent was used, this limited warranty shall be rendered invalid. In addition, there is no warranty against the Surfacing cracking along expansion joints or underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of exposure to ultraviolet rays, unapproved cleaning materials or vandalism.*

- *Note that surface temperature can rise significantly when exposed to direct sunlight. Shoes and/or socks must be worn.*

*Owner agrees that it will not, under any circumstances, make alterations to the Surfacing without the written authorization of Outdoor Safety Surfacing. Any unauthorized alterations by the Owner shall immediately void this limited warranty and shall give rise to the duty of the Owner to hold harmless, defend and indemnify Outdoor Safety Surfacing from any claim, suit or cause of action, personal injury, death or property damage arising out of or related to said alteration.*

*This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that this limited warranty shall be voided if the Owner fails to follow the maintenance guidelines provided by Outdoor Safety Surfacing. Owner agrees that in no event shall Outdoor Safety Surfacing have any liability to Owner for loss of use or loss of profits or any form of consequential damages. The following chemicals can damage the Surfacing and should be avoided: disinfectants, concentrated chlorine bleach, gasoline, diesel fuel, hydraulic and lubricating oils, acids and organic solvents.*

*Failure to pay for the Surfacing within the agreed upon terms shall void this limited warranty. Any damages to the Surfacing during the curing period are the responsibility of the Owner and shall be repaired at the Owner's expense. This limited warranty does not lessen or eliminate any other obligations of Owner to Outdoor Safety Surfacing.*





**OUTDOOR**  
Safety Surfacing

## **Why *Outdoor Safety Surfacing* Is the Right Choice for your Playground Needs!**

1. We use only the highest quality materials, produced to our specifications, by the best vendors in the rubber industry.
2. Our prices are competitive!
3. We are committed to your satisfaction.
4. We honor our warranty commitments.
5. Overall, we provide the best quality services because of our dedication, experience, and commitment to our customers. We take pride in the safety and quality we provide for thousands of children, athletes, etc. who play on our surfaces daily. We embrace the fact that our success depends on our customers satisfaction.

*Make Outdoor Safety Surfacing your number one choice for indoor/outdoor surfacing.*

## COLOR OPTIONS

### EPDM Standard Colors



### EPDM Premium Colors



### Bonded Rubber Colors



## MAINTENANCE

### Protect Your Investment

As with many things in the recreational world, our product requires maintenance. However, the attention that is needed for our surfacing is only a fraction of what is essential for real grasses. Our materials are high quality and low cost compared to other options. Wear and tear from cold, heat and impact does take a toll over time. With our yearly roll coat services you can extend the life and warranty of your surfacing. This investment is not only beneficial for the appearance and durability of surfacing, but plays a key role in the safety of its users. By maintaining your product you also ensure that the impact of falls will be absorbed by this material.

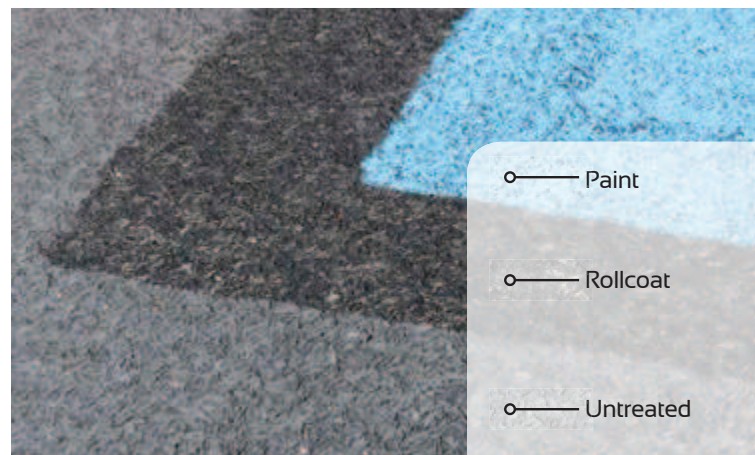
### Maintenance Types

Yearly maintenance on your surfacing is important short and long term. Our material is guaranteed to last, but the warranty extends along with the life of the surface when you take advantage of yearly maintenance. There are three different options for your surfacing.

**Paint:** Painting your surface adds two properties to your surfaces. Firstly, this high UV rated coat helps to protect from the wear and tear of sun exposure. Secondly, this paint adds vibrant colors to your surfaces. This paint brings life with every maintenance service. You have the option to paint everything one color, or you can add features like a hopscotch area. The opportunities for what is painted on you surface are endless.

**Roll Coat:** This diluted binding agent absorbs into your surface. It has the same benefits as paint in its ability to renew and revitalize your surfaces color and texture. It is ideal to do this at least once every year to maintain your material. Your investment in these services will extend the life and rejuvenate the appearance of your custom surfacing.

**Untreated:** Leaving your surfacing untreated effects not only its appearance but its texture. Without these yearly coats your colors will become dull and fade away. It will also leave the surface vulnerable to transfer onto hands and shoes as you come in contact with it. Maintaining your surface will prove to keep the life and exterior of your surface like new.

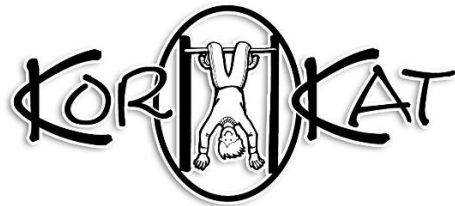




PLAYGROUNDS & SITE AMENITIES

# REFERENCES





PLAYGROUNDS & SITE AMENITIES

## **Beunaventura Lakes**

**Construction Cost: \$103,136.90**

**Location: Kissimmee, FL 34744**

**Reference Contact Name: Robert Mindick**

**Phone: 407-908-0185**

**Email: [RobertMindick@osceola.org](mailto:RobertMindick@osceola.org)**





PLAYGROUNDS & SITE AMENITIES

## Brook Run Park

**Construction Cost:** \$225,792.00

**Location:** Dunwoody, GA 30338

**Reference Contact Name:** Gabe Neps

**Phone:** 404-426-1288

**Email:** [Gabe.Neps@Dunwoodyga.gov](mailto:Gabe.Neps@Dunwoodyga.gov)







PLAYGROUNDS & SITE AMENITIES

**Grace Place for Children and Families**

**Construction Cost: \$55,170.60**

**Location: Naples, FL 34104**

**Reference Contact Name: Jeffrey Siegal**

**Phone: 239-404-9300**

**Email: Siegal1991@gmail.com**



PROJECT SCHEDULE	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14
Contracts and Deposits-Final Colors														
Ordering Phase														
<b>Manufacturing Phase</b>														
Playgrounds														
Shades & Shelters														
Shade & Shelters with Engineere Drawings														
Amenities														
Special Custom Products														
<b>Delivery and Install</b>														
Playgrounds														
Shades & Shelters														
Shade & Shelters with Engineere Drawings														
Amenities														
Special Custom Products														
Surfacing Combined with Install Above														

\*\*Typically install takes one to two week from start date  
 \*\*Surfacing is within the install scope for the same period of time from start to finish  
 \*\*Most jobs are scheduled within 2 weeks of receipt.





## TEST REPORT

CLIENT:	Outdoor Safety Surfacing	REPORT NUMBER:	49035-03
	221 Cable Industrial Way	LAB TEST NUMBER:	2211-4342
	Carrollton, GA 30117	DATE:	August 6, 2010
		PAGE:	1 of 2

**Test Material:** 1.5" Poured In Place (0.5" EPDM Cap over 1.0" SBR Base)

**Tested Dimension:** 18" x 18" x 1.50"

**Sub Base:** Concrete

**Impact Location:** Center of Test Material

**Date of Receipt:** July 30, 2010

**Testing Period:** August 5, 2010

**Authorization:** Shane Lanier

**Test Procedure:** The submitted sample was evaluated for Shock Absorbing Properties in Accordance with the procedures outlined in ASTM F 1292-09; Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

**Missile:** Hemispherical (Triaxial Accelerometer): Total Drop Assembly Weight (46g) 10 lbs

**Test Equipment:** Triax 2000 Surface Impactor  
 Date of Last Calibration: 3/4/2010 by Alpha Automation

**Sample Pre-Condition:** 50±10 RH, 70F±5F for a minimum of 24 hrs prior to testing

**Sample Conditioning:** 8 hrs @ each reference temperatures prior to testing

<u>Temperature:</u>	<u>Maximum Drop Height That Gives a Gmax of 200 or Less and A HIC of 1000 or less</u>
Ambient, 72°F (23°C)	3'
Hot, 120°F (49°C)	Not Tested
Cold, 25°F (-6°C)	Not Tested

<b>Critical Fall Height (CFH):</b>	<b>3'</b>
------------------------------------	-----------

Reference Gmax Curves Included

Prepared and signed by:

\_\_\_\_\_  
 Erle Miles, Sr. President  
 Testing Services Inc.





**TESTING SERVICES, INC.**

817 SHOWALTER AVE. • P.O. BOX 2041  
DALTON, GEORGIA 30722-2041  
PHONE: (706) 226-1400 • FAX: (706) 226-6111



## TEST REPORT

CLIENT:	Outdoor Safety Surfacing	REPORT NUMBER:	49035-03
	221 Cable Industrial Way	LAB TEST NUMBER:	2211-4342
	Carrollton, GA 30117	DATE:	August 6, 2010
		PAGE:	Page 2 of 2

AMBIENT Sample Condition: Dry Temperature: 70°F (23°C)	Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/Theoretical	Gmax	HIC	
	1	11.5	4	2'	2.06	96	275	
	2	11.5	5	2'	2.06	97	274	
	3	11.6	3	2'	2.09	107	322	
	Average				Drops 2, 3		102	298
	Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/Theoretical	Gmax	HIC	
	1	13.9	5	3'	3.00	146	616	
	2	14.0	3	3'	3.05	142	589	
	3	14.0	2	3'	3.05	144	595	
	Average				Drops 2, 3		143	592
	Drop #	Velocity ft/sec	Angle	Drop Ht/Actual	Drop Ht/Theoretical	Gmax	HIC	
	1	16.1	8	4'	4.03	183	990	
2	16.1	3	4'	4.03	191	1051		
3	16.1	2	4'	4.03	186	1000		
Average				Drops 2, 3		189	1026	

\*\*\*\*End of Report\*\*\*\*



**TESTING SERVICES, INC.**  
 817 SHOWALTER AVE. • P.O. BOX 2041  
 DALTON, GEORGIA 30722-2041  
 PHONE: (706) 226-1400 • FAX: (706) 226-6118



## TEST REPORT

CLIENT:	Outdoor Safety Surfacing	REPORT NUMBER:	49036-03
	221 Cable Industrial Way	LAB TEST NUMBER:	2211-4343
	Carrollton, GA 30117	DATE:	August 6, 2010
		PAGE:	1 of 2

**Test Material:** 2.0" Poured In Place (0.5" EPDM Cap over 1.5" SBR Base)

**Tested Dimension:** 18" x 18" x 2.0"

**Sub Base:** Concrete

**Impact Location:** Center of Test Material

**Date of Receipt:** July 30, 2010

**Testing Period:** August 5, 2010

**Authorization:** Shane Lanier

**Test Procedure:** The submitted sample was evaluated for Shock Absorbing Properties in Accordance with the procedures outlined in ASTM F 1292-09; Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.

**Missile:** Hemispherical (Triaxial Accelerometer): Total Drop Assembly Weight (46g) 10 lbs

**Test Equipment:** Triax 2000 Surface Impactor  
 Date of Last Calibration: 3/4/2010 by Alpha Automation

**Sample Pre-Condition:** 50±10 RH, 70F±5F for a minimum of 24 hrs prior to testing

**Sample Conditioning:** 8 hrs @ each reference temperatures prior to testing

**Temperature:** Maximum Drop Height That Gives a Gmax of 200 or Less and A HIC of 1000 or less

Ambient, 72°F (23°C)	5'
Hot, 120°F (49°C)	Not Tested
Cold, 25°F (-6°C)	Not Tested

<b>Critical Fall Height (CFH):</b>	5'
------------------------------------	----

Reference Gmax Curves Included

Prepared and signed by:

\_\_\_\_\_  
 Erle Miles, Sr. President  
 Testing Services Inc.



**TESTING SERVICES, INC.**

817 SHOWALTER AVE. • P.O. BOX 2041  
DALTON, GEORGIA 30722-2041  
PHONE: (706) 226-1400 • FAX: (706) 226-611



## TEST REPORT

CLIENT:	Outdoor Safety Surfacing	REPORT NUMBER:	49036-03
	221 Cable Industrial Way	LAB TEST NUMBER:	2211-4343
	Carrollton, GA 30117	DATE:	August 6, 2010
		PAGE:	Page 2 of 2

AMBIENT Sample Condition: Dry Temperature: 70° F (23°C)	<b>Drop #</b>	<b>Velocity ft/sec</b>	<b>Angle</b>	<b>Drop Ht/Actual</b>	<b>Drop Ht/Theoretical</b>	<b>Gmax</b>	<b>HIC</b>
	1	16.1	1	4'	4.03	120	524
	2	16.1	1	4'	4.03	117	509
	3	16.1	3	4'	4.03	123	551
	<b>Average</b>			<b>Drops 2, 3</b>		<b>120</b>	<b>530</b>
	<b>Drop #</b>	<b>Velocity ft/sec</b>	<b>Angle</b>	<b>Drop Ht/Actual</b>	<b>Drop Ht/Theoretical</b>	<b>Gmax</b>	<b>HIC</b>
	1	18.0	1	5'	5.04	158	809
	2	18.0	1	5'	5.04	158	882
	3	18.0	2	5'	5.04	156	855
	<b>Average</b>			<b>Drops 2, 3</b>		<b>157</b>	<b>869</b>
	<b>Drop #</b>	<b>Velocity ft/sec</b>	<b>Angle</b>	<b>Drop Ht/Actual</b>	<b>Drop Ht/Theoretical</b>	<b>Gmax</b>	<b>HIC</b>
	1	19.7	1	6'	6.03	174	1106
2	19.7	3	6'	6.03	181	1169	
3	19.7	8	6'	6.03	185	1229	
<b>Average</b>			<b>Drops 2, 3</b>		<b>183</b>	<b>1199</b>	

\*\*\*\*End of Report\*\*\*\*


ATTACHMENT A

CITY OF TYBEE - INSTRUCTIONS TO PROPOSER SIGNATURE SHEET

The Proposer certifies that he/she has examined all documents contained in this RFP package, and is familiar with all aspects of the RFP and understands fully all that is required of the successful Proposer. The Proposer further certifies that his/her Proposal will not be withdrawn for sixty (60) days from the date on which his proposal is submitted to the City.

The Proposer agrees, if awarded this Contract, he/she will:

- A. Furnish, upon receipt of an authorized City of Tybee Island Purchase Order, all items indicated thereon as specified in this RFP for the proposal amount; or,
- B. Enter a contract with City of Tybee Island to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this RFP for the proposal amount, and;

Eco Sustainable Contractor Inc.	7/29/2019
_____ COMPANY	_____ DATE
 _____ SIGNATURE	_____ President TITLE
912-536-1694 _____ TELEPHONE NUMBER	

**MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** City of Tybee Island City Council established goals oriented to increase participation of minority and female owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or women business is defined as a business that is at least 51% owned and managed by minority or women.

A responder that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their proposal as proof of qualifications. Proposer that intends to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Melissa Freeman, P.O. Box 2749, and City of Tybee Island, GA 31328.

African-American\Black  Asian American \_\_\_\_\_ Hispanic \_\_\_\_\_ Native American \_\_\_\_\_

Alaskan Indian \_\_\_\_\_ Female \_\_\_\_\_

ATTACHMENT B

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 TYBEE ISLAND 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:

604523

Federal Work Authorization User Identification Number

9/30/2012

Date of Authorization

Eco Sustainable Contractor Inc.

Name of Contractor

Plexitrac Surface Installation

Name of Project

City Of Tybee Island, Georgia

Name of Public Employer

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

Executed on July, 29, 2019 in Metter(city), GA (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

Jerry E. Gibson/President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 29<sup>th</sup> DAY OF July, 2019

Jerry E. Gibson  
NOTARY PUBLIC

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



ATTACHMENT C

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Minority Contractor contract for a public benefit as referenced in O.C.G.A. § 50-36-1, from the CITY OF TYBEE ISLAND, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1)  I am a United States citizen.
- 2)  I am a legal permanent resident of the United States.
- 3)  I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: Driver's License.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit will be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

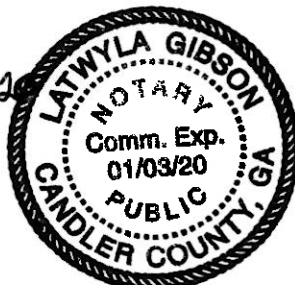
Executed in Metter (city), Georgia (state).

Jerry E. Gibson  
Signature of Applicant

Jerry E. Gibson/President  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THE 29th DAY OF July, 2019

Lateyla Gibson  
NOTARY PUBLIC  
My Commission Expires: 01-03-20



USA  
Georgia  
Official Nation Seal  
092050

DRIVER'S LICENSE

[REDACTED]

JERRY E  
GIBSON

PO BOX 745  
METTER, GA 30439-0745  
CANDLER  
Restrictions A  
Iss [REDACTED]

Sex M Eyes BRO  
Hgt 5'-08" Wgt 206 lb

DD: 243906257080044716 VETERAN

URGENT MEDICAL INFORMATION ON REVERSE

*Jessha*

**ATTACHMENT D**

**CITY OF TYBEE ISLAND VENDOR INFORMATION**

Vendor Name: Eco Sustainable Contractor Inc.

Product or Services Provided: Installation and Repair of Running Tracks and Tennis Courts and Walking Trails

Sales Contact Information

Contact: Jerry E. Gibson/President Email: jerryegibson@yahoo.com

Phone: 912-536-1694 Fax: \_\_\_\_\_

Address:  
10314 Mt. Olive Rd. , P.O. Box 745

Accounts Receivable Information

Contact: Jerry E. Gibson/President Email: jerryegibson@yahoo.com

Phone: 912-536-1694 Fax: \_\_\_\_\_

Remittance Address: 10314 Mt. Olive Rd. , P.O. Box 745, Metter, Georgia 30439

Federal Tax Id #: 45-4751709

**Attach Copy of W-9 and Current Business License**

Provide Copy of Worker's Comp Coverage when providing any service involving labor on City property.  
Our terms are net 30



**ATTACHMENT E**  
**PROPOSAL SHEET**  
**TRACK SURFACE**  
**RFP# 2019-735**

Please attach all specifications regarding materials, installation, and warranties to this sheet with your total proposal cost below.

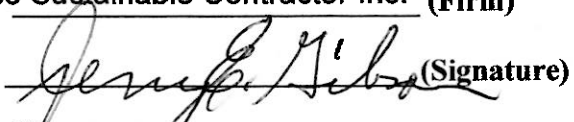
Installation of 3/8 Inch Plexitrac Lighting

**TOTAL:** \$51,750.00

Option: Installation of 1/2 Inch Plexitrac Flash Color Red

**TOTAL PRICE.....\$63,836.00**

Eco Sustainable Contractor Inc. (Firm)

 (Signature)

President (Title)

ATTACHMENT F

CHECKLIST FOR SUBMITTING PROPOSAL

Sign below and submit this sheet with your proposal

NOTE: All of the following items must be submitted with your proposal to be considered "responsive". Remember to follow the Instructions in the RFP Documents.

- ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS ✓
- SAMPLE OF SURFACE MATERIAL WITH OPTIONS AND SPECS ✓
- (3) REFERENCES AS REQUESTED IN SUBMISSION INSTRUCTIONS ✓
- W-9 AND CURRENT BUSINESS LICENSE ✓
- CERTIFICATE OF INSURANCE ✓

COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE PROPOSAL:

- A. SIGNATURE SHEET ✓
- B. CONTRACTOR AFFIDAVIT ✓
- C. SAVE AFFIDAVIT ✓
- D. VENDOR INFORMATION ✓
- E. PROPOSAL SHEET ✓
- F. CHECKLIST FOR SUBMITTING PROPOSAL ✓

Jerry E. Gibson/President  
NAME/TITLE

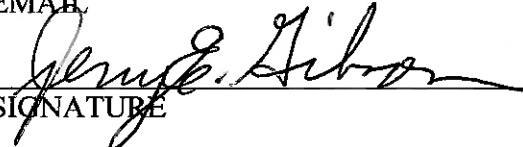
Eco Sustainable Contractor Inc.  
COMPANY NAME

10314 Mt. Olive Rd. , P.O. Box 745  
ADDRESS

Metter, GA 30439  
CITY/STATE/ZIP

912-536-1694  
PHONE NUMBER

jerryegibson@yahoo.com  
EMAIL

  
SIGNATURE

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Eco Sustainable Contractor Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>10314 Mt. Olive Rd., P.O. Box 745</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Metter, Georgia 30439</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
4	5	-	4	7	5	1	7	0	9

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>7/29/19</b>
------------------	----------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Candler County Board of Commissioners**

1075 E Hiawatha St Suite A  
Metter, GA 30439  
912-685-2835

**Business License Certificate**

**Business Name: Eco Sustainable Contractor**

**Business Location: 10314 Mt. Olive Rd  
Metter, Ga 30439**

**Mailing Address: SAME**

**Owner: Jerry E. Gibson**

**License number: 1959**

**Issued Date: 7/25/2019**

**Expiration Date: June 30, 2020**

**Fees Paid: \$100**



  
\_\_\_\_\_  
Administrator/Commissioner

  
\_\_\_\_\_  
County Clerk

*This license is not transferable and is subject to be revoked if abused  
To be posted in a conspicuous place*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/29/2019

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> biBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 844-472-0967 E-MAIL ADDRESS: SalesSupport@biBERK.com	<b>FAX (A/C, No):</b> 203-654-3613
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Liability & Fire Insurance Company	
<b>INSURED</b> ECO SUSTAINABLE CONTRACTOR INC  10314 MOUNT OLIVE Metter, GA 30439	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMPRO AGG \$ 0
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	N9WC086168	04/03/2019	04/03/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/Aggregate

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

Exclusions:  
JERRY GIBSON;

<b>CERTIFICATE HOLDER</b>  City of Tybee Island 403 Butler Ave Tybee Island, GA 31328	<b>CANCELLATION</b>  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: <i>Patricia Smith</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/29/2019

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PRODUCER  GEICO Insurance Agency, Inc. PO Box 5316 Binghamton, NY 13902	CONTACT NAME: <b>GEICO Insurance Agency, Inc.</b>	
	PHONE (A/C, No, Ext): <b>877-515-2191</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>commercialservice@homesite.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Midvale Indemnity Company</b>	<b>27138</b>
INSURED <b>ECO SUSTAINABLE CONTRACTOR INC</b> 10314 MOUNT OLIVE RD METTER GA 30439	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 11472090226872543890730** REVISION NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			GLP1039883	05/09/2019	05/09/2020	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per person)	
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB						EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	
	DED							
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>			N/A			E.L. EACH ACCIDENT	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						OCCURRENCE	
							AGGREGATE	

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

Painting

### CERTIFICATE HOLDER

CITY OF TYBEE, 403 BUTLER AVENUE, TYBEE ISLAND, GA, 31328

### 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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/29/2019

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<b>PRODUCER</b> GEICO One GEICO Boulevard Fredericksburg, VA 22412	<b>CONTACT NAME:</b> GEICO <b>PHONE (A/C, No, Ext):</b> 1-866-509-3444 <b>FAX (A/C, No):</b> <b>Email Address:</b> R1COMMEND@GEICO.COM <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY</td> <td style="text-align: center;">22063</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY	22063														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> ECO SUSTAINABLE CONTRACTOR, INC. 10314 MOUNT OLIVE RD METTER, GA 30439-9634															

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG. \$ \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			9100094682 03	10/3/2018	10/3/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<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		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 2015 FORD F-150 VIN: 1FTEW1EF4FFC69342

**CERTIFICATE HOLDER**  
 CITY OF TYBEE ISLAND  
 403 BUTLER AVE  
 TYBEE ISLAND, GA 31328-9785

**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

**ECO SUSTAINABLE CONTRACTOR INC.  
P.O. B OX 745  
METTER, GEORGIA 30439  
(912) 536-1694**

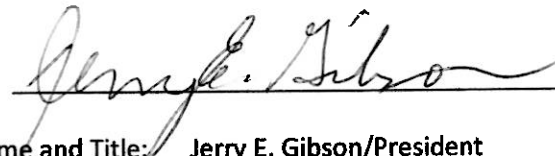
**GUARANTEE/WARRANTY**

**Re: REP 2019-735 Plexitrac Surface Insulation**

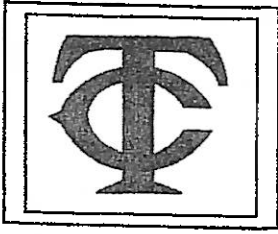
**To: City Of Tybee Island  
403 Butler Avenue  
Tybee Island. GA 31328**

We hereby unconditionally guarantee the materials and workmanship for five (5) years on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, we will at our expenses, will repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the City Of Tybee Island. These repairs, replacements or adjustments will be made only at such time as will be designated by the City of Tybee Island as being least detrimental to the operation of the City.

**ECO SUSTAINABLE CONTRACTOR INC.**

By:   
Name and Title: Jerry E. Gibson/President  
Date: 7/29/2019





## Tattnall County Board of Education

*Gina G. Williams, Ed.D., Superintendent*  
*P.O. Box 157 - Reidsville, Georgia 30453*  
*Phone: (912) 557-4726*  
*FAX: (912) 557-3036*

BOARD MEMBERS  
Richard Bland, Chairman  
Ronnie Oliver  
DuAnn Cowart Davis  
Marilyn Carter  
Mary Ruth Ray  
Donna K. Tootle

To Whom it May Concern:

I am please to write this letter of recommendation on behalf of Mr. Jerry Gibson and his company Eco Sustainable Contractor Inc. I met Mr. Gibson over 18 years ago when I became the Directory of Operations for the Tattnall County School System. Working in this position for a small, poor school system, one of the first things you learn is how important every dollar becomes when making decisions about where and how facility money should be spent. It is important when you are looking for a contractor that you chose someone who will meet this requirement. Additionally, you need a person who does quality work, is dependable, and provides service after work is complete. Mr. Gibson has more than met all of these requirements.

Working with Mr. Gibson and the manufacturer representative we were able to put a rubber surface on the Tattnall County High School Track last year for \$50,000 to \$80,000 less than other tracks in the area. If it had not been for Mr. Gibson we could never afforded to do this work. Now we have a new track that is as good as any of the more expensive tracks around. To save even more money I was able to get the manufacturer to provide the specs and to do quality assurance for the entire project. The manufacturer representative put me in touch with the distributors for the materials along with quantities needed for our project. Using the specs provided by the manufacturer I bided only the labor for our project. I was able to purchase all materials saving the sales tax as well as the contractors cost to handle the materials. This was an additional \$15,000-\$20,000 in savings which allowed me to do other projects.

I would invite anyone planning to resurface their track to visit one or all of the tracks in the area that Mr. Gibson's company has completed to verify that you can save money and still get a quality track at a reasonable price. Feel free to call me at 912-237-1287 if you have any questions.

Sincerely,

James M. Brown Ed.D.

Director of Operations

**Screven County Board of Education**

**Chip Weaver, Director of Operations**

**Operations Department**

**611 Pine Street**

**Sylvania, GA 30467**

**912-451-2400 912-451-2401 fax**

**Larry Scarboro**  
Dir. of Transportation

**Mike Dixon**  
Dir. of Maintenance

**Vicki Reddick**  
School Nutrition Supervisor/Bookkeeper

**Kelly Morris**  
Receptionist

**Randi Brown**  
Technology

---

To Whom it may Concern:

Screven County School system has been a client of Eco Sustainable for several years. We originally contracted with them to have our tennis courts resurfaced and maintained. In 2017 we contracted with Eco Sustainable to resurface our track that was 15 years old.

Mr. Gibson and his crew was professional and easy to work with during this project. During the project Mr. Gibson brought in the factory representatives to answer the questions that we had. The Eco Sustainable crew kept the job site clean and safe. They were knowledgeable of their product and the installation process. It was an overall great experience working with Eco Sustainable on this project. We are very happy with the track that Mr. Gibson and his crew has provided us and we look forward to working with them in the future.

Chip Weaver  
Director of Operations  
Screven Board of Education

January 31, 2019

To Whom It May Concern:

I am writing this letter in relation to the work performed by Jerry Gibson and his company. Mr. Gibson has completed several projects for the Jeff Davis County Board of Education. All work performed by Mr. Gibson has been professionally done, on budget and ahead of schedule.

It is without reservation that I would recommend Mr. Gibson and his company for any project that he seeks. His work has been excellent.

Sincerely,

Chuck Crosby

Assistant Superintendent

**ECO SUSTAINABLE CONTRACTOR INC.**

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---

**RFP 2019-735  
PLEXITRAC SURFACE INSTALLATION  
CITY OF TYBEE ISLAND, GEORGIA**

---

**10314 MOUNT OLIVE RD.  
P.O. BOX 745  
METTER, GEORGIA 30439**

**TEL: 912-536-1694**

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #1**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: TUESDAY, JULY 30, 2019 by 3:00pm**

**PRE-PROPOSAL MEETING: THURSDAY, JULY 11 at 11:00am**

**To all prospective proposers, please note the following changes:**

**SPECIFICATIONS AND REQUIREMENTS**

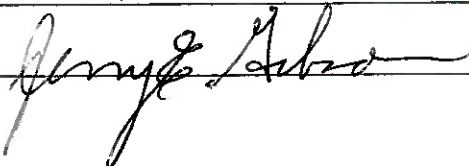
The City of Tybee Island is soliciting proposals for installation of a 3/8<sup>th</sup> inch thick Plexitrac **or similar surface material** (SBR/EPDM latex) to cover and adhere to an existing asphalt walking path in Jaycee Park.

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: Eco Sustainable Contractor Inc.

Name/Title: Jerry E. Gibson/President

Signature: 

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #2**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: TUESDAY, JULY 30, 2019 by 3:00pm**

**To all prospective proposers, please note the following highlighted changes:**

**SPECIFICATIONS AND REQUIREMENTS**

The City of Tybee Island is soliciting proposals for installation of a **minimum thickness of 3/8<sup>th</sup>** inch Plexitrac or similar surface material (SBR/EPDM latex) to cover and adhere to an existing asphalt walking path in Jaycee Park.

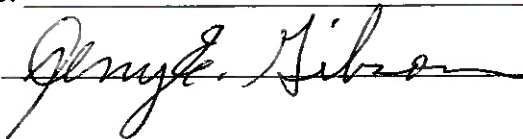
Contractor must prepare the track in advance to remove roots and other potential tripping hazards, to insure both adhesion and a smooth finish. **If this preparation necessitates removal of asphalt, asphalt must be replaced prior to installation of new surface material.**

All other terms, conditions, specifications, and requirements as noted in the original RFP remain unchanged and must be met.

Return this signed addendum with your proposal response.

Name of Company: Eco Sustainable Contractor Inc.

Name/Title: Jerry E. Gibson/President

Signature: 

**CITY OF TYBEE ISLAND  
REQUEST FOR PROPOSAL  
RFP NO. 2019-735  
ADDENDUM #3  
7-24-19**

**PLEXITRAC SURFACE INSTALLATION**

**PROPOSAL DUE: WEDNESDAY JULY 31, 2019 by 3:00pm**

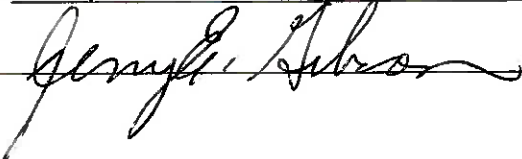
**To all prospective proposers, please note the following questions and answers related to this RFP. This addendum is also changing to due date for proposals to July 31<sup>st</sup> at 3pm.**

1. Will the scope of work include the path that intersects the walking track from Cedarwood Drive to the Gazebo? **No. This section is not included in the scope of work.**
  
2. Will the city consider an additional option for a layer of SBR under the EPDM cap instead of repairing the asphalt track? **Yes, the City will accept this method for instances of current cracks in the asphalt. In instances where the asphalt must be removed in order to remove tree roots or other tripping hazards, new crush n run and asphalt must be replaced before installation of walking track surface.**

Return this signed addendum with your proposal response.

Name of Company: Eco Sustainable Contractor Inc.

Name/Title: Jerry E. Gibson/President

Signature: 

**Item Attachment Documents:**

5. First Reading, 2019-13, Sec 34-265, Swimming Pools/Hot Tubs



SeORDINANCE NO. 2019-13

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF TYBEE ISLAND, GEORGIA, REGARDING THE OPERATION OF SHORT-TERM VACATION RENTALS AND THE USE OF SWIMMING POOLS AND/OR HOT TUBS FOR SUCH PROPERTIES; TO ESTABLISH HOURS FOR THE USE OF SWIMMING POOLS AND/OR HOT TUBS IN SHORT-TERM VACATION RENTALS; TO AMEND THE DISORDERLY HOUSE ORDINANCE CONSISTENTLY WITH THE RESTRICTIONS; AND TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, the governing authority desires to amend the Code of Ordinances for the City of Tybee Island, Georgia, Section 34, relating to short-term vacation rentals so as to create a new section to address the establishment of hours for the use of swimming pools at short-term vacation rentals and;

WHEREAS, short-term vacation rental properties are frequently used by out-of-town guests who are on vacation and who are, therefore, more inclined to keep later hours and possibly disturb neighbor residents who are not on vacation; and

WHEREAS, the City recently passed a disorderly house ordinance establishing certain violations by short-term vacation rentals and other locations as potentially resulting in citations and/or activities which may result in additional consequences as established in such ordinance

(22-33) and violations of this ordinance shall be considered as a circumstance applicable to the provisions of the Disorderly House Nuisance code; and

NOW, THEREFORE, It is hereby ordained by the governing authority of the City of Tybee Island that The Code of Ordinances of the City of Tybee Island, Georgia, including Chapter 34, Article VIII, and the sections thereof (Section 34-260 et seq and specifically, to amend and create 34-265 to establish a Section 265 so as to be provide as follows:

### **SECTION 1**

Sec. 34-265. – Swimming Pools/Hot Tubs

In R-1 and R-2 zones, short-term vacation rental properties owners and managers for locations with outdoor swimming pools and/or hot tubs shall not permit the use of such outdoor swimming pools and/or hot tubs after \_\_\_\_ p.m. Such use may not resume until 6:00 a.m. the following day, so that usage is prohibited on such properties from \_\_\_\_ o'clock p.m. until 6:00 a.m. The use of an outdoor swimming pool and/or hot tub as intended herein is to include swimming, floating, being upon or in the pool/hot tub or any surrounding outdoor pool/hot tub area after \_\_\_\_ o'clock except for access and egress purposes. Guests and/or occupants of any short-term vacation rental property in R-1 or R-2 zones who make use of such a pool, hot tub or any outdoor pool area after \_\_\_\_ p.m. and before 6:00 a.m. will be in violation hereof.

### **SECTION 2**

Section 22-34 is amended to add the following to be a new subsection “5” and the present subsection “5” shall be renumbered as “6”:

5. In the case of any short-term rental property in R-1 or R-2 zones, three or more violations of Section 34-265 addressing swimming pool and/or hot tub use and prohibited hours arising out of separate and distinct facts and circumstances; or

**SECTION 3**

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

**SECTION 4**

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

**SECTION 5**

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

**SECTION 6**

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

[SIGNATURES TO FOLLOW]

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ENACTED: \_\_\_\_\_

572-572-1

**Item Attachment Documents:**

6. Second Reading, 12-2019, Article IV, Chapter 58-108 Revise the Room Excise tax at the Rate of 7% to Provide for Distribution of Tourism Product Development by Resolution, to establish an Effective date

ORDINANCE NO. 12-2019

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES  
FOR THE CITY OF TYBEE ISLAND, GEORGIA,  
SO AS TO REVISE THE ROOM EXCISE TAX SO AS TO REPEAL SECTION 58-108  
AND REPLACE WITH A NEW TAX AT THE RATE OF 7%; TO PROVIDE  
FOR DISTRIBUTION OF TOURISM PRODUCT DEVELOPMENT BY RESOLUTION,  
TO ESTABLISH AN EFFECTIVE DATE

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is authorized under Article 9, Section 2, Paragraph 3 of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of Tybee Island, Georgia, including the environment thereof; and

WHEREAS, the duly elected governing authority for the City of Tybee Island, Georgia, is the Mayor and Council thereof, and

WHEREAS, in the 2019 session of the Georgia General Assembly, a Local Act (House Bill 591) was adopted and it authorized the city of Tybee Island, pursuant to O.C.G.A. §48-13-51(b) to impose a tax at the rate of seven percent (7%) of taxable charges to the public for lodging accommodations and that the revenue would be used pursuant to the provisions of O.C.G.A. §48-13-51.

NOW, THEREFORE, It is hereby ordained by the Mayor and Council of the City of Tybee Island that The Code of the City of Tybee Island, Georgia, Article IV, Section 58-108, Rate, is hereby added and the Code is amended so that hereafter the section and Code shall read as hereinafter provided.

**SECTION 1**

The Code of the City of Tybee Island, Georgia, is hereby amended so as to cause Article IV, Chapter 58-108, to be amended so as to hereafter read as shown below.

## **SECTION 2**

### Sec. 58-108 RATE

The rate of taxation shall be seven percent (7%) of taxable charges to the public for lodging accommodations. The tax shall be levied at this rate and the resulting revenue shall be used pursuant to the provisions of O.C.G.A. §48-13-151, including O.C.G.A. §51(b). Further, that portion of the tax dedicated to tourism product development will be distributed in accordance with a resolution to be passed by the Mayor and Council designating the tourism product development to which funds will be designated and distributed.

## **SECTION 3**

The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared illegal or invalid by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

## **SECTION 4**

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

## **SECTION 5**

It is the intention of the governing body, and it is hereby ordained, that the provisions of this ordinance shall become effective and be made a part of the Code of Ordinances, City of Tybee Island, Georgia, and the sections of this ordinance may be renumbered to accomplish such intention.

**SECTION 6**

This ordinance shall be effective upon its adoption by the Mayor and Council pursuant to The Code of the City of Tybee Island, Georgia, or as otherwise specified by the Mayor and Council herein as 1st day of January, 2020.

ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ENACTED: \_\_\_\_\_

572/1/Ordin 2019 hotelmotel





**Item Attachment Documents:**

7. Bubba Hughes: Ante Litem Notice, Robert and Arynne Keeley



July 31, 2019

**Via Certified Mail: 9414711899561432747893**  
**and Return Receipt Requested**

City of Tybee Island Mayor  
Attn: Jason Buelterman  
403 Butler Ave.  
Tybee Island, Georgia 31328

**Via Certified Mail: 9414711899561432779375**  
**and Return Receipt Requested**

City of Tybee Island Clerk of Counsel  
Attn: Janet LeViner  
403 Butler Ave.  
Tybee Island, Georgia 31328

RE: **Ante Litem Notice**

Claimant: Robert and Arynne Keeley  
Date of Loss: 7/16/2019  
Location: On or near 15<sup>th</sup> Street  
Tybee Island, Georgia 31328  
Adjacent to "The Breakfast Club"

Dear Sir/Madam:

We have been retained to represent Robert and Arynne Keeley in connection with injuries and damages they sustained related to an incident which occurred on July 16, 2019 on 15<sup>th</sup> Street, Tybee Island, Georgia. As required by Georgia law and pursuant to O.C.G.A. § 36-33-5, this letter is being sent to you as the Ante Litem Notice on behalf of my clients, Robert and Arynne Keeley.

On July 16, 2019 at approximately 1:30 P.M., the Keeley family was returning to their vehicle from the beach access after celebrating Arynne's 23<sup>rd</sup> birthday. The parties had not consumed any alcohol or other intoxicants and were intending to seek out lunch accommodations. Arynne has a Great Dane service animal named Miley, who was duly licensed and accompanying them at the time. Importantly, Arynne suffers from a litany of psychiatric conditions that necessitated her long-term treating Psychiatrist to recommend and authorize the use of a service animal. The family was stopped by an official as they exited the beach, presumably for Miley being present. They were politely questioned, documentation was produced for Miley, and the official sent them on their way, radioing an "all clear" for the encounter.



Ante Litem Notice  
July 31, 2019  
Page 2

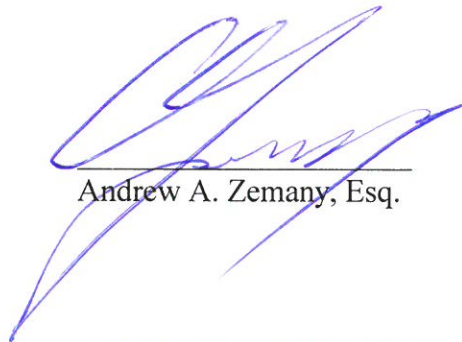
Minutes later as the family approached their vehicle, Officer Taylor arrived with sirens activated and seemingly agitated. For reasons still unsubstantiated, Officer Taylor unlawfully stopped, harassed, berated, injured, and subsequently arrested Robert and Arynne Keeley. Ultimately, Officer Taylor subjected Robert and Arynne to impermissible conduct and injury under the color of law, including but not limited to assault, battery, and intentional infliction of emotional distress. This conduct deprived my clients of their rights, privileges and immunities, guaranteed by Georgia Law and Federal law. Officer Taylor's conduct was the direct and proximate cause of my clients' injuries and damages stemming therefrom. Officer Taylor's acts were egregious and exhibited an entire want of self control throughout the encounter. The falsehoods and inaccurate accounting contained within Officer Taylor's Incident Report speaks volumes and can only be categorized as shameful, being fully refuted by the litany of witnesses to the incident.

As the direct and proximate result of Officer Taylor's actions, Robert and Arynne suffered injuries and damages including, but not limited to, burns, abrasions, and severe mental anguish that required medical care and treatment.

Robert and Arynne are attempting to recover an amount from the City of Tybee Island, to compensate them for all medical bills (past, present, and future), lost wages, physical and mental pain and suffering (past, present, and future), deprivation of their freedom, unlawful arrest, use of excessive force, malicious institution of criminal charges, and all other damages authorized by Georgia and Federal Law. It is well recognized, as is the case here, that the City of Tybee Island has waived sovereign immunity through the purchase of a GIRMA coverage agreement as authorized by O.C.G.A. 36-85-1 et seq.

Based on the aforementioned, Robert and Arynne will settle their claims with the City of Tybee Island for \$650,000.00 each in exchange for a general release. If you contend this letter does not provide you with sufficient notice pursuant to O.C.G.A. § 36-33-5, or does not comply with any notice provision statute, please advise me immediately in writing, and we will correct any deficiencies.

Should you have any questions or concerns, please feel free to contact me anytime at (912) 234-3030.



Andrew A. Zeman, Esq.

**Item Attachment Documents:**

18. George Shaw: Recommendations from Planning Commission re: Carrying Capacity Study

## **Planning Commission recommendations to City Council as a result of Carrying Capacity Study**

1. Remove coastal marshlands when calculating lot size. This change would potentially reduce the number of units that could be located on a marsh front lot.
2. Eliminate the 200-foot rule. This change would reduce incursion into front setbacks and thus help retain more pervious surface to increase infiltration and reduce flooding.
3. Increase minimum R-2 lot size for a duplex to 9,000 square feet. The current requirement is 6,750 square feet. The change would decrease the potential amount of dwelling units in the R-2 district and therefore should reduce demand for water and sewer services.
4. Consider increasing greenspace requirements in setbacks. This change would help reduce impervious surface created by pools, patios, etc in the required setbacks. Current requirement is 65% greenspace in setbacks.