

CONTRACT BETWEEN
LAKE COUNTY, FLORIDA AND
PLAY-IT-SAFE ENTERPRISES, INC.
FOR
ADA PLAYGROUND MULCH SERVICE
ITB 08-0414

This is a Contract between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Play-It-Safe Enterprises, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

Recitals

WHEREAS, the COUNTY has publicly submitted an Invitation to Bid (ITB), #08-0414, to establish a term and supply contract to furnish and install ADA mulch to County parks as needed;

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Contract.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Scope of Services

2.1 On the terms and conditions set forth in this Contract, the COUNTY hereby engages CONTRACTOR to perform the services set forth in **Exhibit A**, attached hereto and incorporated herein by reference. CONTRACTOR shall be responsible for obtaining and paying for any required licenses, permits, inspection fees in order to complete the Scope of Services. CONTRACTOR shall comply with all laws, ordinances, regulations and building code requirements applicable to the project. Damages, penalties and/or fines imposed on the COUNTY for failure to obtain required licenses, permits, or inspections shall be borne solely by the CONTRACTOR.

2.2 This Contract shall be effective for the twelve (12) month period immediately following the date of execution of the Contract by the COUNTY.

2.3 The COUNTY reserves the sole right to extend this Contract for four (4) additional twelve (12) month periods at the same pricing structure, scope of services and terms and conditions. The COUNTY may consider an adjustment to price based on the changes to the applicable Consumer Price Index (CPI). It is the CONTRACTOR's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the CONTRACTOR's request

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for adjustment shall be submitted prior to expiration of the then current contract term. Any adjustment request received after the commencement of a new option period shall not be considered.

2.4 In addition to the CPI adjustment procedure applicable to renewal periods, if the retail price of fuel increases by ten percent (10%) or more from the price of gasoline or diesel fuel (depending upon what the contractor primarily uses) as published by the Oil Price Information Service (OPIS) <http://opisnet.com> for unleaded gasoline/ diesel, Florida PAD 1, Orlando, on the beginning date of the contract, the CONTRACTOR may petition the Procurement Services Director for an increase in the contract price. Any increase in the contract price will be the pro-rata cost of fuel to the contractor's total cost of the product or service.

The CONTRACTOR shall provide a complete written cost analysis for each contract price to be adjusted. This analysis shall include all costs including administrative, overhead, materials, labor [labor units per price and actual documented labor cost per hour], fuel, insurance, profit, and any other cost associated with providing each product or service. Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel escalation shall preclude any price determination due to fuel costs. The CONTRACTOR shall be solely responsible for providing documentation on the OPIS prices.

If the Procurement Services Director grants an increase in the contract price based upon increases in fuel prices, then the Procurement Services Director may also automatically adjust the contract price downward if the cost of fuel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

2.5 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 The COUNTY shall pay CONTRACTOR an amount not to exceed **\$63,050.00** to complete the Scope of Services. The price per park is set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

3.2 Invoices shall be submitted monthly in duplicate to Robert Bonilla, Parks Director, at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the ITB number and a description of services and fees. Invoices shall be submitted within thirty (30) calendar days after services have been rendered.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.4 CONTRACTOR shall not be entitled to payment for any other expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 4. Special Terms and Conditions

4.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

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Article 4. Special Terms and Conditions

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4.2 Termination. This Contract may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work hereunder is in progress but not completed as of the date of termination, then this Contract may be extended upon written approval of the COUNTY until said work is completed and accepted.

A. Termination for Convenience. In the event this Contract is terminated or cancelled upon the request and for the convenience of the COUNTY with the required 30 day advance written notice, the COUNTY shall reimburse the CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

4.3 Subletting of Contract. This Contract shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Contract and all transactions with the COUNTY must be through the CONTRACTOR.

4.4 Insurance. CONSULTANT shall provide and maintain during the entire term of this Agreement insurance in the following types and limits with a company or companies authorized to do business in the State of Florida. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(X) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

(X)	General Liability	
(X)	Each Occurrence/General Aggregate	\$500,000
(X)	Products-Completed Operations	\$500,000
(X)	Personal & Adv. Injury	\$500,000
(X)	Fire Damage	\$50,000
(X)	Medical Expense	\$5,000
(X)	Contractual Liability	\$300,000

(X) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

	Combined Single Limit	\$300,000
	or	
	Bodily Injury (per person or accident)	\$100,000
	Property Damage	\$100,000

(X) Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners, shall be name as additional insured as their interest may appear on the:

- (X) general liability policy
- () automobile liability policy

(X) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc).

(X) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance, with ten (10) day written notice of cancellation due to non-payment of premium.

(X) Certificates of insurance shall identify the RFP number, contract, project, etc. in the Description of Operations section of the Certificate.

(X) CONSULTANT shall be responsible for subcontractors and their insurance.

(X) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

CONSULTANT Liability Insurance policies shall be endorsed to add COUNTY as an additional insured for General Liability Insurance. Additionally, CONSULTANT shall be responsible for payment of all deductibles and self-insurance retention on CONSULTANT Liability Insurance policies. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice, or ten (10) days written notice of cancellation due to non-payment of premium, has been given to COUNTY by certified mail.

4.5 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONTRACTOR to take out and maintain the above insurance. Additionally, the CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONTRACTOR, its agents, employees or representative, in the performance of the CONTRACTOR'S duties set forth in this Contract.

4.6 Independent Contractor. The CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

4.7 **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The

CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR's sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONTRACTOR be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, the CONTRACTOR shall immediately notify the COUNTY verbally, and also notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

4.9 Acceptance of Services . Services rendered under this Contract will not be deemed complete until a physical inspection of services are accepted by the County and shall be in compliance with the terms herein. Any service(s) procured as a result of this Contract may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the contract for default. The COUNTY will not be responsible for paying for any service that does not conform to the contract specifications.

4.10 Deficiencies in Work to be Corrected by the Contractor. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within the time frame stated in the Scope of Services after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the County Project Manager, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all costs of correcting such rejected work. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within the time frame stated in the Scope of services after receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs; either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor an invoice or credit memo, the COUNTY may terminate the contract for default.

4.11 Warranty. The agrees that, unless expressly stated otherwise in the bid or proposal, the service(s) furnished as a result of this Contract shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of services and the rights and remedies provided herein are in addition to and do not limit any right afforded to the COUNTY by any other provision of this contract.

4.12 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. CONTRACTOR shall conform to all relevant OSHA, State and County regulations during the course of this contract. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR. Barricades shall be provided by CONTRACTOR when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

4.13 Business Hours. No work shall be done on Saturday, Sunday or on any days between the hours of 5:01 p.m. and 7:59 a.m. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the County's Department representative.

4.14 Clean-Up. All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed with the County Project Manager.

4.15 Addition and Deletion of Facilities. Although the Scope of Services identifies specific facilities to be serviced, it is hereby agreed and understood that COUNTY may delete any facilities if CONTRACTOR's services are no longer required during the contract period or add additional facilities to be serviced by providing fourteen (14) calendar days written notice.

4.16 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Contract.

4.17 Labor, Materials, and Equipment Shall be Supplied by the CONTRACTOR. Unless otherwise stated, CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All materials, workmanship, and equipment shall be subject to the inspection and approval of the County Manager.

4.18 Superintendent. CONTRACTOR shall have a competent superintendent at the project site at all times work is being performed under the contract. All authorized communications given to the superintendent by the COUNTY and decisions made by the superintendent shall be binding on the CONTRACTOR.

4.19 Omission from the Specifications. The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this contract.

4.20 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this Contract; and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR.

4.21 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public

Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the State Housing Initiative Partnership requirements, whichever is longer.

B. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

4.22 Right to Audit. The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

4.23 Codes and Regulations. All work completed under this Contract shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

4.24 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4.25 Prohibition Against Contingent Fees. The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

4.26 Grant Funding. In the event any part of the contract is funded by federal, state, or local agency monies, the CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the grant requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. General Conditions

5.1 This Contract is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Contract shall lie in Lake County, Florida.

5.2 Neither Party may assign any rights or obligations under this Contract to any other party unless specific written permission from the other party is obtained.

5.3 The captions utilized in this Contract are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

5.4 This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

5.5 This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

5.6 The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

5.7 During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

5.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

5.9 The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

5.10 Wherever provision is made in this Contract for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Liz Calaway
Play0It-Safe Enterprises, Inc.
15896 Mellen Lane
Jupiter, Florida 33478

If to COUNTY:

County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

cc: Robert Bonilla, Park Director
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 6. Scope of Contract

6.1 This Contract is intended by the parties hereto to be the final expression of their Contract, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

6.2 This Contract contains the following Exhibit:

Exhibit A	Scope of Services
Exhibit B	Pricing Sheet

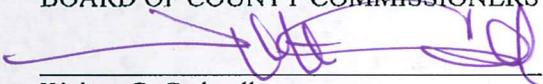
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 14th day of August, 2008 and by CONTRACTOR through duly authorized representative.

CONTRACTOR

Play It Safe Enterprises Inc.
Name: Susan Altamura
Title: President

COUNTY

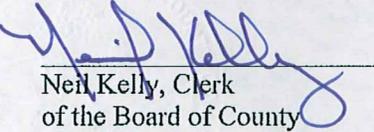
LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Welton G. Cadwell
Chairman

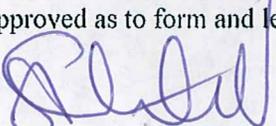
This 21st day of August, 2008.

ATTEST:



Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Approved as to form and legality:



Sanford A. Minkoff

SCOPE OF SERVICES

All ADA mulch under this contract shall be furnished and installed to all Lake County parks outlined in attachment 1 of this solicitation for outdoor playground surfaces using drainage gravel. Height of applied mulch shall have a 12'-inch by 12'-feet fall protection or 8'-inch by 8'-feet fall protection or as specified by Parks and Trails representative.

Product Specification:

Engineered Wood Fiber Playground Surfacing: Wood carpet

Wood carpet Composition:

- Premium wood carpet contains 100% pre-consumer recovered wood.
- Recycled wood carpet may contain up to 100% post-consumer recovered wood.
- Dimensions: Randomly sized wood fibers.
- Meets criteria: Sieve Analysis, ASTM F2075-04.
- Meets criteria: Hazardous metal, ASTM F2075-04.
- Meets criteria: Tramp metal, ASTM F2075-04

Installation procedures:

1. Review project plans and verify that playground equipment use zones, clearances, and reach ranges will comply with ASTM F1487 sections 8, 9, and 10, and with CAN/CSA-Z614 sections 14 and 15.
2. Place a layer of DURALINER® on top of the subsoil. Overlap seams 10" inch (25cm), or 5" inch (63cm) if a double bead of exterior grade construction adhesive is applied to the overlap. Place seams parallel to direction of slides and travel of swings whenever possible.
3. For immediate accessibility, install wood carpet in 6" inch maximum layers. Rake level, wet, and mechanically compact each layer twice with a fiat surface compactor. Change direction 90 degrees on second compaction.

Product Warranty:

1. Submit manufacturer's product data, including warranty, maintenance and installation instructions, ASTM F1292, F1951, and F2075 test results, IPEMA certificates of compliance, and samples.
2. Warranty shall cover engineered wood fiber playground surfacing for fifteen (15) years.
3. Warranty shall cover play ground surfacing wear mat for five (5) years.

Recommended Manufacturers of ADA mulch:

Zeager Bros., Inc., 4000 East Harrisburg Pike, Middletown, Pennsylvania 17057.

Toll Free (800) 346-8524.

Zeager Hardwood Co., 340 Steele Road, Franklin, KY 42134. Toll Free (800) 296-9227.



LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 416
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: June 4, 2008

BID No. 08-0414

ADA Playground Mulch Services

This addendum is being issued to make the following changes, corrections, clarifications and additions to the bidding document. The information in this addendum modifies and changes the original bidding documents and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with the response. Failure to acknowledge this addendum may preclude consideration of the bid proposal award.**

Change/add the following:

Add: Page 12, Section 2, Scope of Services, first paragraph, 2nd & 3rd line.
...for outdoor playground surfaces using existing drainage gravel.

Change: Page 12, Section 2, Scope of Services, Product Warranty No. 2.
Warranty shall cover engineered wood fiber playground surfacing for ~~fifteen (15)~~ five (5) years.

Add: Page 19, Section 4, Pricing/ Certification/ Signatures.
Price to furnish and install DURALINER® at various park locations as needed throughout Lake County.

\$, 40 per square feet.

Firm Name: Play It Safe Enterprises Inc - Date: 7-10-08

Signature: Susan Altamura Title: President

Typed/Printed Name: Susan Altamura

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE
JENNIFER HILL

DISTRICT TWO
ELAINE RENICK

DISTRICT THREE
DEBBIE STIVENDER

DISTRICT FOUR
LINDA STEWART

DISTRICT FIVE
WELTON G. CADWELL

LAKE COUNTY PARKS

	Park Name	Location	Acres	Type
1	Astor Lions Park	54835 Alco Road, Astor FL 32102	10.00	Neighborhood
2	East Lake Community Park	County Road 437, Sorrento FL 32776	49.00	Community
3	Ferndale Preserve	CR 455, Ferndale FL	196.00	Conservation
4	Haynes Creek Park	34606 South Haines Creek Road, Leesburg FL 34788	36.09	Conservation
5	Lake Idamere Park	12335 CR 448, Tavares FL 32778	45.00	Community
6	Lake Jem Park & Boat Ramp	16141 CR 448, Tavares FL 32778	11.00	Neighborhood
7	Lake Mack Park	21235 Lake Drive, DeLand FL 32720	1.65	Mini
8	Marsh Park & Boat Ramp	36545 Yale Retreat Road, Eustis FL 32727	35.00	Community
9	McTureous Memorial Park	42100 State Road 19, Altoona FL 32702	2.56	Mini
10	Mt. Plymouth Park	31300 Lochmore Circle, Mt. Plymouth FL 32776	0.40	Mini
11	North Lake Community Park	40730 Roger Giles Road, Umatilla FL 32784	96.00	Community
12	Paisley Community Park	24956 County Road 42, Paisley FL 32767	8.10	Neighborhood
13	Palatlahaha River Park & BR	12325 Hull Road, Clermont FL 32711	23.00	Community
14	PEAR Park	5336 University, Leesburg FL 34748	318.00	District
15	Pine Forest Park	32520 State Road 44, Deland FL 32720	48.00	Community
16	Scott Park	25633 Aberdovey Avenue Mt. Plymouth FL 32776	0.65	Mini
17	Sorrento Park	31535 Church Street, Sorrento FL 32776	3.38	Mini
18	Twin Lakes Park	35303 CR 473, Leesburg FL 34788	14.50	Neighborhood
19	South Umatilla Park	17107 Ball Park Road, Umatilla FL 32784	4.00	Mini
20	Umatilla Veterans Hall	40924 US Highway 19 N, Umatilla FL 32784	0.75	Special Use

PRICING SECTION

Item No.	Item Description	Unit	Estimated Unit Per Year	Price Per Cu.Yd.	Extended Price
1	Furnish and Install ADA Mulch at Astor Lions Park	Cubic Yard	100	31.50	3150.00
2	Furnish and Install ADA Mulch at East Lake Community Park	Cubic Yard	100	31.50	3150.00
3	Furnish and Install ADA Mulch at Ferndale Preserve	Cubic Yard	100	31.50	3150.00
4	Furnish and Install ADA Mulch at Haynes Creek Park	Cubic Yard	100	31.50	3150.00
5	Furnish and Install ADA Mulch at Lake Idamere Park	Cubic Yard	100	31.50	3150.00
6	Furnish and Install ADA Mulch at Lake Jem Park & Boat Ramp	Cubic Yard	100	31.50	3150.00
7	Furnish and Install ADA Mulch at Lake Mack Park	Cubic Yard	100	31.50	3150.00
8	Furnish and Install ADA Mulch at Marsh Park & Boat Ramp	Cubic Yard	100	31.50	3150.00
9	Furnish and Install ADA Mulch at McTureous Memorial Park	Cubic Yard	100	31.50	3150.00
10	Furnish and Install ADA Mulch at Mt. Plymouth Park	Cubic Yard	100	31.50	3150.00
11	Furnish and Install ADA Mulch at North Lake Community Park	Cubic Yard	100	31.50	3150.00
12	Furnish and Install ADA Mulch at Paisley Community Park	Cubic Yard	100	31.50	3150.00
13	Furnish and Install ADA Mulch at Palatlahaha River Park & BR	Cubic Yard	100	31.50	3150.00
14	Furnish and Install ADA Mulch at PEAR Park	Cubic Yard	100	31.50	3150.00
15	Furnish and Install ADA Mulch at Pine Forest Park	Cubic Yard	100	32.00	3200.00
16	Furnish and Install ADA Mulch at Scott Park	Cubic Yard	100	31.50	3150.00
17	Furnish and Install ADA Mulch at Sorrento Park	Cubic Yard	100	31.50	3150.00

18	Furnish and Install ADA Mulch at Twin Lakes Park	Cubic Yard	100	31.50	3150.00
19	Furnish and Install ADA Mulch at South Umatilla Park	Cubic Yard	100	31.50	3150.00
20	Furnish and Install ADA Mulch at Umatilla Veterans Hall	Cubic Yard	100	31.50	3150.00
TOTAL PRICE					63050.00

Does your business accept a VISA card as form of payment?

 Yes No



LAKE COUNTY
FLORIDA

ITB# 08-0414 ITB Title: ADA Mulch Services for Playground and Trails Bid Opening Date and Time: June 18, 2008 3:00 p.m. Contracting Officer: Freddy Suarez		
Bidder	Addendums Acknowledged	Total Cost
Play It Safe	Yes	\$ 63,050.00
Playmore West, Inc.	Yes	\$ 90,000.00
Pine Valley Property Services	Yes	\$ 128,000.00
Earthscapes Unlimited	No	No Bid
Logan Sitework	No	No Bid
Stephen's Grading	No	Non Responsive
Tom's Playground, Inc.	No	Non Responsive

P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.000.0000 • F 352.000.0000
Board of County Commissioners • www.lakecountyfl.gov

JENNIFER HILL
District 1

ELAINE RENICK
District 2

DEBBIE STIVENDER
District 3

LINDA STEWART
District 4

WELTON G. CADWELL
District 5