LAKE COUNTY
FLORIDA

CONTRACT NO. 09-0415

for **Chemical Lawn Maintenance for Athletic Fields**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **D & A Building Services, Inc.** (hereinafter "Contractor") to supply **Chemical Lawn Maintenance for Athletic Fields** to the County pursuant to County Bid number **09-0415** (hereinafter "Bid"), addenda no. 1, bid opening dated June 17, 2009 with all County Bid provisions governing.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **September 15, 2009** through **September 14, 2010** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides four (4) additional one (1) year renewals at Lake County's sole option at the terms noted in the Contract.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Freddy Suarez
Contracting Officer

Date: 9-17-09

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

Office of Procurement Services **315 W. Main, Suite 416** **P.O. Box 7800**
Tavares, Florida 32778-7800 **Ph (352) 343-9839** **Fax (352) 343-9473**

AGREEMENT BETWEEN

LAKE COUNTY, FLORIDA

AND

D & A BUILDING SERVICES, INC.

FOR

CHEMICAL LAWN MAINTENANCE FOR ATHLETIC FIELDS

ITB # 09-0415

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and D & A Building Services, 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), #09-0415, for procurement of services to provide athletic field chemical lawn maintenance in conjunction with the COUNTY'S needs; and

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

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, 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.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide chemical lawn maintenance services for athletic fields at various locations throughout Lake County in conjunction with the COUNTY'S needs.

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide chemical lawn maintenance services for the application of fertilizers, insecticides, and herbicides at various locations throughout the county, and to provide all labor, materials and equipment necessary to perform the work in accordance with the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**, and any changes

thereto reflected in Addendum #1, dated June 5, 2009, attached hereto and incorporated herein by reference as **Exhibit B**. It is understood that the Scope of Services may be modified by change order as actual work on the project progresses, but to be effective and binding, any and all such change orders must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 This Agreement shall be effective on the first calendar day of the month succeeding approval of the Agreement by the COUNTY, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY'S Office of Procurement Services. The initial Agreement term shall be twelve (12) months, and then the Agreement will remain in effect until completion of the expressed and/or implied warranty period. The Agreement prices shall prevail for the full duration of the initial Agreement term unless otherwise indicated elsewhere in this Agreement.

3.3 Prior to, or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for four (4) additional twelve (12) month periods. Prior to completion of such exercised Agreement term, the COUNTY may consider an adjustment to price based on changes in the Consumer Price Index (CPI).

It is the CONTRACTOR's responsibility to request in writing any pricing adjustment under this provision. The CONTRACTOR'S written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current Agreement term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative and not a right of the CONTRACTOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

Article 4. Payment

4.1 The COUNTY shall pay CONTRACTOR an approximate annual amount of Seventy-two Thousand Nine Hundred Forty-nine Dollars ($72,949.00) to complete the Scope of Services. The price per service at various COUNTY locations is set forth in CONTRACTOR'S Pricing Section, attached hereto and incorporated herein as **Exhibit C**. The total price of $72,949.00 reflects the estimated total for the price per month and extended price for services detailed in the Pricing Section. Optional pricing for additional services may be added at the discretion of the appropriate user department director and payment for the additional services shall be in accordance with the Optional Pricing as set forth in **Exhibit B**.

4.2 The CONTRACTOR shall submit bi-monthly invoices (once every two months) by the tenth (10th) calendar of each month. These invoices shall be submitted to the COUNTY user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the COUNTY during the previous two (2) months.

4.3 All invoices shall be submitted in duplicate and shall contain ITB # 09-0415, the date and location of delivery or service, description of services performed, and confirmation of acceptance of the goods or service by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of this Agreement and this Agreement may be terminated.

4.4 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services or materials.

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

Article 5. CONTRACTOR Responsibilities

5.1 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.

5.2 The CONTRACTOR shall obtain and pay for all licenses, permits and inspection fees required for this project, and CONTRACTOR shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, inspections fees, or inspections shall be borne by the CONTRACTOR.

5.3 It is a CONTRACTOR responsibility to ensure that the COUNTY has received the latest version of any Material Safety Data Sheet (MSDS) required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the CONTRACTOR shall promptly provide a new MSDS to the COUNTY with the new information relevant to the specific material.

5.4 The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the CONTRACTOR performing under this Agreement shall be required to provide two (2) complete sets of MSDS to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

5.5 The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and save the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the COUNTY when applicable, and shall pay all costs and judgments which may issue thereon.

Article 6. COUNTY Responsibilities

6.1 COUNTY shall pay CONTRACTOR in accordance with the provisions set forth in this Agreement for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

6.2 COUNTY retains the right to inspect all work to verify compliance with this Agreement. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials used.

Article 7. Special Terms and Conditions

7.1 Qualifications. CONTRACTOR shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services contained herein.

7.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONTRACTOR. Upon receipt of this notice, the CONTRACTOR shall not incur any additional costs under this Agreement; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted. The COUNTY shall only be liable for reasonable costs incurred by the CONTRACTOR prior to notice of termination. The COUNTY shall be the sole judge of "reasonable costs."

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day

advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of 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.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.3 Subletting of Contract. This Agreement 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 Agreement and all transactions with the COUNTY must be through the CONTRACTOR.

7.4 Insurance. CONTRACTOR shall provide and maintain at all times during the entire term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of this Agreement. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing conformance with the Agreement requirements. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits, which are as follows:

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

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

(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)	$100,000
Bodily Injury (per accident)	$300,000
Property Damage	$100,000

(X) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statute, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the CONTRACTOR must provide a notarized statement that if any of its employees are injured, the CONTRACTOR and its employees will not hold the COUNTY responsible for any payment or compensation.

(X) Employer's Liability Insurance with the following minimum limits and coverage:

Each Accident	$100,000
Disease-Each Employee	$100,000
Disease-Policy Limit	$500,000

(X) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

(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 all applicable liability insurance policies.

(X) Certificates of insurance shall provide for a minimum of sixty (60) days prior written notice to the COUNTY of any material change, cancellation or nonrenewal of the required insurance. It is the CONTRACTOR'S responsibility to ensure that any such notice is provided within the stated timeframe to the COUNTY.

(X) Certificates of insurance shall identify the ITB number in the Description of Operations section of the Certificate.

(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

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross

liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

CONTRACTOR shall be responsible for any subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

All deductibles or self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such deductible or self-insured retention, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims of expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the VENDOR and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of Agreement and may result in termination of the Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the VENDOR or subcontractor(s), nor a failure to disapprove that insurance, shall relieve the VENDOR or subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

7.5 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to indemnify and hold harmless the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees, agents, or instrumentalities free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities resulting from the negligent act, error, or omission of CONTRACTOR, its agents, employees or representatives which may arise in the performance of CONTRACTOR'S duties set forth in this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall investigate and defend all suits, in the name of the COUNTY, when applicable, and shall pay all costs and judgments which may issue thereon. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the COUNTY or its officers, commissioners, employees, agents and instrumentalities as herein provided.

7.6 Independent Contractor. 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 COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not

employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement 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 CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.7 Acceptance of Goods and/or Services. The services performed as a result of this Agreement will not be deemed complete until the services are accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the Agreement may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the COUNTY for any contract or financial obligation.

7.8 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 five (5) working days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY Project Administrator, 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 five (5) working days 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.

7.9 Warranty. The CONTRACTOR agrees that, unless expressly stated otherwise in this Agreement, the product and/or service furnished as a result of this Agreement shall be covered

by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision of this Agreement.

7.10 Additional Facilities May be Added. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency facility may be added to this Agreement at the option of the COUNTY. When required by the pricing structure of the Agreement, CONTRACTOR shall be invited to submit price quotes for these additional facilities. If these quotes are determined by the COUNTY to be fair and reasonable, then the additional work will be awarded to the CONTRACTOR. The additional site(s) shall be added to this Agreement by formal modification.

The COUNTY may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the CONTRACTOR, or for other reasons at the COUNTY'S discretion.

7.11 Deletion of Facilities. Although this Agreement identifies specific facilities to be serviced, it is hereby agreed and understood that any COUNTY department or agency may delete service for any facility when service is no longer required during the Agreement period by providing fourteen (14) calendar days written notice to the CONTRACTOR.

7.12 Clean-Up. CONTRACTOR shall remove all unusable materials and debris from the premises at the end of each workday and dispose 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.

7.13 Labor, Materials, and Equipment Shall be Supplied by the CONTRACTOR. Unless otherwise stated in this Agreement, CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the 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'S Project Manager.

7.14 Local Office Shall be Available. CONTRACTOR shall maintain an office within the geographic boundaries of Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter Counties). This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the Agreement.

The COUNTY reserves the right to perform an inspection of the local office at any time during the term of this Agreement and to use this inspection as a means for determining any extension exercised under this Agreement. The acceptability of the size, location, and overall functionality of the service facility shall be determined by the COUNTY in consideration of the Agreement requirements. The COUNTY'S best interests shall prevail in this regard, and the decision of the COUNTY in this regard shall be final.

7.15 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

7.16 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

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

7.18 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.19 Prohibition Against Contingent Fees. 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 Agreement 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 CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.20 Public Records / Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR 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 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 CONTRACTOR's office or facility. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights

to use any and all information provided by the CONTRACTOR 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 CONTRACTOR will not be eligible for any compensation.

7.21 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.22 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 CONSULTANT'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.

Article 8. General Conditions

8.1 This Agreement 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 Agreement shall lie in Lake County, Florida.

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

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

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

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

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement 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 Agreement.

8.7 During the term of this Agreement CONTRACTOR assures 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 CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

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

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONTRACTOR shall wear proper identification.

8.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.11 The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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.

8.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.13 With the consent of CONTRACTOR, other agencies may utilize these services in accordance with the Agreement. Such services shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

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

8.15 Wherever provision is made in this Agreement 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:

Laura Thompson
Operations Manager
321 Georgia Avenue
Longwood, FL 32750

If to COUNTY:

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, FL 32778

cc: Roberto Bonilla
Director, Parks and Trails
31150 Industry Drive
Tavares, FL 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 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, 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.

7.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Addendum # 1, dated June 5, 2009
Exhibit C	Pricing Section

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 15 day of September, 2009 and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

D & A BUILDING SERVICES, INC.

Name: ALBERT SARABASA

Title: PRESIDENT/CEO

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Welton G. Cadwell
Chairman

This 15th day of Sept., 2009.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

SCOPE OF SERVICES

A. The chemical lawn maintenance service shall cover the application of fertilizers, insecticides, and herbicides.

B. The chemicals used shall be applied only in accordance with the manufacturer's instructions. All products are to be applied in such a manner as to insure public safety. The Vendor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations. The Vendor shall be responsible for any damages caused by its spraying or broadcasting.

C. The awarded Vendor shall provide the Lake County Office of Risk Management with MSDS's on all products utilized prior to applying the products.

D. The awarded Vendor shall notify the County Departments requesting service twenty four (24) hours in advance of the Vendor's intent to work on any of the County locations.

E. If an infestation of pests and insects to be controlled is observed after scheduled application, the Vendor shall treat the area at no additional charge to the County.

F Vendor must maintain and posses a current Certified Pest Control Operator (CPCO) Florida license.

G Signs must be posted after each application identifying the chemicals used.

H. Chemical lawn maintenance shall be determined from a site specific evaluation, consisting of a soil analysis, report of nature infestation and the required corrective action.

The following chemicals or equivalent shall be used when providing lawn maintenance under this contract.

- *Herbicide: Dimethylamine salt of 2,4-D acid, Dicamba, Metsulfuron.*
- *Insecticide: Cypermethrin, Bifenthrin*

Fertilization and Pest Control Program for Bermuda Grass

Month of January:

Apply 1-lb. N dry with 18-0-8 (ammonium sulfate) fertilizer, spot-treat broadleaf and grassy weeds.

Month of February:

Apply 1.5-lb. N/M + .75 lbs K/M + .05 Fe/M + Pre-emergence herbicide (Pre-M) + Post emergence herbicide for broadleaf weeds (MCPA/Banvel; add Lontrel for tough weeds, Manor can be used also).

EXHIBIT
tabbies
A

Month of March:

Apply 1-lb. N dry with 18-0-8 fertilizer. If Goosegrass is a historical problem, use Ronstar at 100 pounds product per acre. Provide mechanical aeration holes 1-6 inches deep and 2-6 inches apart. Hand aeration, solid spikes or tines into the soil is not allowed.

Month of April:

Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + Pre-M for pre-emergence for grassy/broadleaf weeds + Sencor/MSMA for sedge/broadleaf post-emergence + Talstar for mole crickets.

Month of May:

Apply .75-lb. N dry with 18-0-8 fertilizer; spot treat broadleaf and grassy weeds. Apply "Top Choice" ant control application as per manufacturer recommendation.

Month of June:

Apply .75-lb. N dry with 18-0-8 fertilizer; apply Sencor (backpack) on goosegrass.

Month of July:

Apply 1.5-lb. nitrogen (N) + .75-lb. of potassium liquid (K) + Talstar for young mole crickets. Provide mechanical aeration holes 1-6 inches deep and 2-6 inches apart. Hand aeration, solid spikes or tines into the soil is not allowed.

Month of August:

Apply .75-lb. N dry with 18-0-8 fertilizer. Spot treat with MSMA for remaining sedge. MSMA will kill St. Augustine grass, and is for Bermuda grass only.

Month of September:

Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + .05 lb. Fe/M; Broadleaf post-emergence; Talstar **or** Orthene for mole crickets. Talstar must be watered in to be effective. Orthene give a quick but impressive knockdown. Orthene cannot be watered in to be effective. No pre-emergence is recommended if over-seeding with Rye Grass.

Month of October:

Apply 1-lb. N dry with 18-0-8 fertilizer.

Month of November:

Apply 5-lb. K from 0-0-62 fertilizer.

Month of December:

Apply 1 lb. N dry with 18-0-8 or liquid nitrogen depending on turf's needs.

Fertilization and Pest Control Program for St. Augustine and Bahia Grass

The scope of work includes year round treatment for fire ant control at all athletic fields as well as herbicide treatment as needed to maintain a healthy green grass. All fertilizers are to be at least 30% slow release nitrogen. Fire ant control "Top Choice" is to be applied once a year as per manufacturer recommendation.

Month of February:

A. Apply pre-emergence weed control
B. Apply spot treatment for weeds

Month of April:

A. Apply pre-emergence weed control
B. Apply spot treatment for weeds
C. Apply insecticide – broad spectrum for control of insects (chinch bugs, ants of all types including fire ants, web worms, mole crickets, etc.) Must identify what type of plant and pesticide used at all times.
D. Apply granular slow release fertilizer with a ratio of 2-0-1
E. Apply Top Choice fire ant control towards end of April or beginning of May.

Month of June:

A. Apply liquid fertilizer with iron, (if heavy rains due to thunderstorms or Hurricane season, may need to re-apply) **Apply iron as needed to maintain a rich green color.**
B. Apply insecticide – broad spectrum for control of insects (chinch bugs, ants of all types including fire ants, web worms, mole crickets, etc.) Must identify what type of plant and pesticide used at all times.
C. Apply spot treatment weeds.

Month of September

A. Apply granular slow release fertilizer at a ratio of 1-0-1.
B. Apply pre-emergence weed control, spot treat weeds.
C. Apply broad spectrum for control of insects (chinch bugs, ants of all types including fire ants, web worms, mole crickets, etc.) Must identify what type of plant and pesticide used at all times.

Month of November:

A. Apply pre-emergence weed control

Fertilization and Pest Control Program for Shrubs and Ornamentals (Optional Services)

All shrubs and ornamentals shall be fertilized in March (Spring) and September (Fall) with a complete fertilizer.

Palms should be fertilized four times a year with slow released nitrogen and potassium fertilizer complete with micronutrients (trace elements).

Insect control as needed during the year. Disease control/prevention applied to new growth only. Must identify plant, pest and what type of pesticide used at all times.

Sago Palms to be treated for Asian Cycad Scale as needed.

Lichens and Spanish Moss and Ball Moss treated on as needed basis.

INTENT: It is the intent of the County to retain a firm to supply chemical lawn maintenance services to Parks and Trails Division. All work shall be scheduled and coordinated with parks staff at least 5 business days in advance.

If the event additional spraying times are needed, the contractor shall notify the Parks and Trails to schedule an appointment by calling (352) 253-4950.

Athletic Fields
Astor Park Services: **Mon-Fri, 8:00a.m. – 3:00p.m. Parks staff must be present when services are being provided. No exceptions.** 54835 Alco Road Astor, FL 32102 **Bahia grass** on two (2) ball fields and one (1) combination football/soccer field.
East Lake Community Park Services: **Mon-Fri, 8:00a.m. – 3:00p.m. Parks staff must be present when services are being provided. No exceptions.** County Road 437 Sorrento, FL 32776 **Bahia grass** on six (6) ball fields, three (3) combination football/soccer fields
North Lake Community Park Services: **Mon-Thurs, 8:00a.m. – 5:00p.m. Parks staff must be present when services are being provided. No exceptions.** 40730 Roger Giles Road Umatilla, FL 32784 **Bermuda grass** on four (4) ball fields, three (3) combination football/soccer fields, two (2) soccer fields
Paisley Community Park Services: **Mon-Fri, 8:00a.m. – 3:00p.m. Parks staff must be present when services are being provided. No exceptions.** 24956 County Road 42 Paisley, FL 32767 **Bahia grass** on one (1) ball field
PEAR Park Services: **Mon-Fri, 8:00a.m. – 3:00p.m. Parks staff must be present when services are being provided. No exceptions.** 5336 University Avenue Leesburg, FL 34748 **Bahia grass** on two (2) ball fields and one (1) combination football/soccer field

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 5, 2009

BID No. 09-0415

Chemical Lawn Maintenance for Athletic Fields

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.**

Optional Pricing
Fertilization and Pest Control Program for Bermuda Grass at North Lake Community Park

Month of April: Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + Pre-M for pre-emergence for grassy/broadleaf weeds + Revolver Herbicide for sedge/broadleaf post-emergence + Talstar for mole crickets.

One (1) application: $ 3,642.00

Month of August: Apply .75-lb. N dry with 18-0-8 fertilizer. Spot treat with Revolver Herbicide for remaining sedge.

One (1) application: $ 3,642.00

Month of April: Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + Pre-M for pre-emergence for grassy/broadleaf weeds + LESCO Momentum Herbicide for sedge/broadleaf post-emergence + Talstar for mole crickets.

One (1) application: $ 3,642.00

EXHIBIT
B

Month of August: Apply .75-lb. N dry with 18-0-8 fertilizer. Spot treat with LESCO Momentum Herbicide for remaining sedge.

One (1) application: $3,642.00

Month of September: Over-seeding athletic fields with Rye Grass.

One (1) application (Price per sq.ft.): $ 971.00

Optional Pricing
Fertilization and Pest Control Program for Bermuda Grass at East Lake Community Park

Bermuda Grass Optional Pricing with Sencor/MSMA				
Item	Location East Lake Community Park	Application	Unit	Price per Month
1	Month of January	1	Ea.	$3,594.00
2	Month of February	1	Ea.	$3,594.00
3	Month of March	1	Ea.	$6,094.00
4	Month of April	1	Ea.	$3,594.00
5	Month of May	1	Ea.	$8,394.00
6	Month of June	1	Ea.	$3,594.00
7	Month of July	1	Ea.	$6,094.00
8	Month of August	1	Ea.	$3,594.00
9	Month of September	1	Ea.	$3,893.00
10	Month of October	1	Ea.	$3,594.00
11	Month of November	1	Ea.	$4,193.00
12	Month of December	1	Ea.	$3,594.00
			TOTAL PRICE	$53,826.00

Month of April: Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + Pre-M for pre-emergence for grassy/broadleaf weeds + Revolver Herbicide for sedge/broadleaf post-emergence + Talstar for mole crickets.

One (1) application: $3,594.00

Month of August: Apply .75-lb. N dry with 18-0-8 fertilizer. Spot treat with Revolver Herbicide for remaining sedge.

One (1) application: $3,594.00

Month of April: Apply 1.5-lb. of nitrogen (N) + .75-lb. of potassium liquid (K) + Pre-M for pre-emergence for grassy/broadleaf weeds + LESCO Momentum Herbicide for sedge/broadleaf post-emergence + Talstar for mole crickets.

One (1) application: $ $3,594.00

Month of August: Apply .75-lb. N dry with 18-0-8 fertilizer. Spot treat with LESCO Momentum Herbicide for remaining sedge.

One (1) application: $ $3,594.00

Month of September: Over-seeding athletic fields with Rye Grass.

One (1) application (Price per sq.ft.): $ $900.00

East Lake Community Park layout is provided in page 4 of this addendum.

Firm Name: D&A BUILDING SERVICES, INC. Date: 6/17/2009

Signature: Scott L Hultin Title: BRANCH MANAGER

Typed/Printed Name: SCOTT HULTIN

"Earning Community Confidence Through Excellence in Service"

DISTRICT ONE JENNIFER HILL | DISTRICT TWO ELAINE RENICK | DISTRICT THREE JIMMY CONNER | DISTRICT FOUR LINDA STEWART | DISTRICT FIVE WELTON G. CADWELL

PRICING SECTION 1				
Bermuda Grass				
Item	Location North Lake Community Park	Application	Unit	Price per Month
1	Month of January	1	Ea.	$3,642.00
2	Month of February	1	Ea.	$3,642.00
3	Month of March	1	Ea.	$6,142.00
4	Month of April	1	Ea.	$3,642.00
5	Month of May	1	Ea.	$8,642.00
6	Month of June	1	Ea.	$3,642.00
7	Month of July	1	Ea.	$6,142.00
8	Month of August	1	Ea.	$3,642.00
9	Month of September	1	Ea.	$3,945.00
10	Month of October	1	Ea.	$3,642.00
11	Month of November	1	Ea.	$4,249.00
12	Month of December	1	Ea.	$3,642.00
			TOTAL PRICE FOR SECTION 1	$54,614.00

PRICING SECTION 2					
St. Augustine and Bahia Grass					
Item	Location	Applications (A)	Unit (B)	Unit Price (C)	Extended Price (A x C)
1	Astor Park	5	Ea.	$1496.00	$7480.00
2	Paisley Community Park	5	Ea.	$483.00	$2415.00
3	PEAR Park	5	Ea.	$1496.00	$7480.00
4	East Lake Community Park	5	Ea.	n/a	n/a
Shrubs and Ornamentals (Optional Services)					
1	Astor Park	2	Ea.	$30.00	$60.00
2	Paisley Community Park	2	Ea.	n/a	n/a
3	PEAR Park	2	Ea.	n/a	n/a
4	North Lake Community Park	2	Ea.	$250.00	$500.00
5	East Lake Community Park	2	Ea.	TBD	TBD
Palms (Optional Services)					
1	Astor Park	4	Ea.	n/a	n/a
2	Paisley Community Park	4	Ea.	n/a	n/a
3	PEAR Park	4	Ea.	n/a	n/a
4	North Lake Community Park	4	Ea.	$100.00	$400.00
5	East Lake Community Park	4	Ea.	TBD	TBD
				TOTAL PRICE FOR SECTION 2	$18,335.00

TOTAL FOR PRICING SECTIONS 1 & 2	$72,949.00

EXHIBIT

tabbies

C