



For
Delivery and Installation of Clay at Various Lake County Parks

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Tom's Playground of Central Florida, Inc.** (hereinafter "Contractor") to supply delivery and installation of clay to various County parks to the County pursuant to County Bid number 22-747 with any included addenda (hereinafter "Bid"), with an opening date of 8/25/2021, and Contractor's Bid response dated 7/24/2021, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below are attached hereto and are part of this Contract.

ATTACHMENTS:

Attachment 1 – Submittal Form with General Terms & Conditions acceptance signed by Contractor)

Attachment 2 – Pricing Sheet

Addendum 1

Exhibit A – Scope of Work

Exhibit B – Insurance Requirements

Exhibit C – [Lake County General Terms & Conditions version 5.6.21 \(lakecountyfl.gov\)](https://www.lakecountyfl.gov) electronically attached

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

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 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.

The Contract initial term is from 11/1/2022 through 10/31/2023 with the option for two subsequent two-year renewals. 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. Renewals are contingent upon mutual written agreement.

Modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 10/25/2022

The undersigned hereby declares that: TOM'S PLAYGROUND OF CENTRAL FL. INC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **DELIVERY AND INSTALLATION OF CLAY AT VARIOUS LAKE COUNTY PARKS** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after approval by the authorized authority, or related Notice to Proceed. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall parksinvoices@lakecountyfl.gov an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: EUSTIS, FL.
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If “yes” is checked, provide supporting detail: Click or tap here to enter text.

10.0 GENERAL VENDOR INFORMATION:

Firm Name: TOM’S PLAYGROUND OF CENTRAL FL. INC

Street Address: 35633 JOHNS LANE

City: EUSTIS State and ZIP Code: 32736

Mailing Address (if different): P. O. BOX 1112 SORRENTO. FL. 32776

Telephone: 352 267 4234 Fax: 352 357 1875

Federal Identification Number / TIN: 20-3505654

DUNS Number: Click or tap here to enter text.

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *MARY STEPHENS*

Date: 8/24/2022

Print Name: MARY STEPHENS

Title: PRES.

Primary E-mail Address: MARYLSTEPHENS@YAHOO.COM

Secondary E-mail Address: MARYLSTEPHENS@YAHOO.COM

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

*Type Your Firm's Name Here***SAVE AND SUBMIT AS AN EXCEL FILE**

The price shall be full compensation for all work specified and includes the number of miles from vendor location, to pick-up point, to delivery site. The minimum order shall be no less than 18 CY for each order. The Contractor shall visit sites to become familiar with any conditions which may affect the work, equipment, materials, and labor required prior to submitting a bid.

Alterations to locked cells may result in disqualification of submission.

GROUP A - NORTH				A	B
ITEM #	ITEM DESCRIPTION		Ball Fields	Price Per 18 CY Delivery Only	Price Per 18 CY Delivered and Installed
1	Astor Lions Park	54835 Alco Road, Astor FL 32102	2	\$425.00	\$900.00
2	North Lake Regional Park	40730 Roger Giles Road, Umatilla FL 32784	8	\$425.00	\$900.00
3	Paisley Community Park	24956 County Road 42, Paisley FL 32767	1	\$425.00	\$900.00
4	Pine Forest Park	32520 State Road 44, Deland FL 32720	2	\$425.00	\$900.00
Group A - Total				\$1,700.00	\$3,600.00
GROUP B - CENTRAL					
5	East Lake Sports & Community Center	24809 Wallick Rd, Sorrento FL 32776	5	\$425.00	\$900.00
6	P.E.A.R. Park	26701 US Highway 27, Leesburg FL 34748	2	\$425.00	\$900.00
Group B - Total				\$850.00	\$1,800.00
GROUP C - SOUTH					
7	Minneola Athletic Complex	1300 Fosgate Road, Minneola FL 34715	5	\$425.00	\$900.00
8	South Lake Regional Park	13989 Max Hooks Road, Groveland, FL 34711	14	\$425.00	\$900.00
Group C - Total				\$850.00	\$1,800.00
Total All Groups			39	\$3,400.00	\$7,200.00

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	30.00%
Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	40.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	30.00%

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Delivery and Installation of Clay at Various Lake County Parks

08/09/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Is there is a place store the clay at all the parks?

R1. The main parks have storage areas for clay, smaller parks receive clay or have it installed as needed.

Parks with a storage area are:

- East Lake Sports and Community Complex
- Minneola Athletic Complex
- North Lake Regional Park
- P.E.A.R Park

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: TOM'S PLAYGROUND OF CENTRAL FL INC.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *MARY STEPHENS*

Date: 8/24/2022

Print Name: MARY STEPHENS

Title: PRES

Primary E-mail Address: MARYLSTEPHENS@YAHOO.COM

Secondary E-mail Address: MARYLSTEPHENS@YAHOO.COM

DELIVERY AND INSTALLATION OF CLAY AT VARIOUS PARKS**1. SCOPE OF WORK**

Contractor shall furnish labor, materials, equipment, and any incidentals necessary for the delivery and installation of clay at various parks. Clay shall be delivered, installed, and groomed for ball fields, infields, warning tracks, warm-up areas, pitcher's mounds, and home plate areas, or specified designated area. All areas shall maintain a safe, attractive, clean, and neat appearance with a smooth grade of elevation to blend in with the surrounding grasses.

Work shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 2.1. Furnish and install baseball / softball field clay to various Lake County Parks.
- 2.2. Provide a 5 lbs. bag of clay for approval upon request, at no additional cost to County, within five (5) business days of request.
- 2.3. Provide for all tools and equipment necessary to complete the project.
- 2.4. Provide competent personnel in all aspects of clay removal, delivery, and installation.
- 2.5. Provide only skilled, qualified tradesman with the ability to speak English, project a professional image, and work effectively with the public.
- 2.6. Verify and coordinate all work to field locations and dimensions.
- 2.7. Work shall be performed during normal business hours posted at each park.
- 2.8. No work shall be permitted on Saturday, Sunday, or any day between the hours of 4:00 PM and 7:00 AM unless otherwise stipulated by the County.
- 2.9. Respond to County request within forty-eight (48) hours of notification.
- 2.10. Notify County at a minimum of two (2) days in advance of project start date.
- 2.11. Work shall be completed within fourteen (14) days of receipt of notice.
- 2.12. Work deemed non-compliant shall be replaced at Contractor's expense.
- 2.13. Provide and maintain a clean and safe work environment.
- 2.14. All excess materials, soil, debris, and equipment shall be removed and properly disposed.
- 2.15. Be responsible for the replacement or repair of any damages caused as the result of completing projects, to include but not limited to, irrigation systems, landscaping, fencing, concrete, and curbing, etc.

3. COUNTY RESPONSIBILITIES

County will:

- 3.1. Reserve the right to add or remove services in conjunction with County's needs.
- 3.2. Reserve the right to inspect materials, workmanship, and equipment of each project prior to final acceptance.
- 3.3. Provide for irrigation and water at athletic fields for Contractor's use.

DELIVERY AND INSTALLATION OF CLAY AT VARIOUS PARKS

3.4. Provide for a minimum order of clay of eighteen (18) cubic yards for each project.

3.4.1. Each additional order shall be placed in increments of eighteen (18) cubic yards.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE.

4.1. Deliveries shall be FOB – Destination.

4.2. Deliveries shall be made Monday through Friday, during the posted time at each park or as specified by County.

5. TECHNICAL SPECIFICATIONS

Technical specifications represent the minimum standards required. When not specifically identified, such materials and equipment must be of a suitable type and grade for the purpose. Materials, workmanship, and equipment are subject to inspection and approval by County.

5.1. Installation and Finish Grade

5.1.1. Clay mixture, consistency, and color shall match existing clay. NO EXCEPTIONS.

5.1.2. Clay shall be installed, spread, free of clumps, and groomed in fields.

5.1.3. Installation shall be performed with ATV/Golf Cart size vehicles.

5.1.3.1. No dump trucks allowed on fields.

5.1.4. Finish grade of the infield clay area shall be a fine grade.

5.1.4.1. Final grade shall not exceed + or – ½” from the proposed elevation.

5.1.4.2. Surface shall be sufficiently smooth, a continuous surface elevation blending with the grass surfaces.

5.1.4.3. Minor raking and leveling may be required for ruts and disturbances of grade made by clay installers.

5.1.5. Ball fields clay areas are to be left in a neat, clean, and “Game Ready” condition.

5.1.6. Excess clean clay shall be removed and placed in the designated areas.

5.2. Materials:**5.2.1. Clay mixture Mechanical Analysis**

5.2.1.1. Sand: 70% - 80%

5.2.1.2. Silt: 4% - 8%

5.2.1.3. Clay: 16% - 25%

5.2.2. Sand Sieve Analysis Screen Size % Passing

5.2.2.1. ¼” (6.300mm) 100%

5.2.2.2. #4 (4.760mm) 95 – 100%

5.2.2.3. #10 (2.000mm) 90 – 98%

5.2.2.4. #16 (1.000mm) 80 – 90%

5.2.2.5. #32 (0.500mm) 40 – 60%

DELIVERY AND INSTALLATION OF CLAY AT VARIOUS PARKS

- 5.2.2.6. #60 (0.250mm) 10 – 20%
- 5.2.2.7. #140 (0.105mm) 0 – 5%
- 5.2.2.8. #270 (0.053mm) 0 – 2%
- 5.2.2.9. With 0% greater than ¼”
- 5.2.2.10. Maximum of 20% greater than 1.0mm
- 5.2.2.11. Maximum of 60% between .25mm and 1.0mm
- 5.2.2.12. Maximum of 20% smaller than .25mm
- 5.2.3. **Dry Loose Weight Density:**
 - 5.2.3.1. 70 – 75 lbs. per Cubic Foot min. or approved.
 - 5.2.3.2. All natural in color
 - 5.2.3.3. Free of stones and debris
 - 5.2.3.4. Red in color
 - 5.2.3.5. No separation of color
 - 5.2.3.6. To be pulverized and screened thru a ⅜” screen.

6. WARRANTY REQUIREMENTS

- 6.1. Contractor shall warrant workmanship of installation and clay as specified herein.
- 6.2. Contractor shall bear all costs for all corrections of work.
- 6.3. Contractor shall promptly correct all apparent and latent deficiencies in work, or any work that fails to conform to the specifications regardless of project completion.
- 6.4. Corrections shall be made within three (3) calendar days after notification.
- 6.5. County reserves the right to obtain services from another contractor should Contractor fail to correct the work within the three (3) days.
 - 6.5.1. Contractor shall be charged for the costs associated, either through a deduction from the final payment owed or through invoicing.
 - 6.5.2. Failure to honor this invoice or credit memo shall result in contract termination for default.

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A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, 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, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. 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:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and 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 he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must 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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will 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 will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

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

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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