

**AGREEMENT FOR ADOPTION AND AMENDMENT OF
LAKE COUNTY CONTRACT WITH WILLIAM MEDLEY
CONSTRUCTION INC dba MEDLEY SPORTS CONSTRUCTION FOR
PARK AMENITIES AND EQUIPMENT**

This Agreement is for the adoption and amendment by Lake County Water Authority, Florida, a political subdivision of the State of Florida (LCWA), by and through its Board of Commissioners, of the Agreement for park amenities and equipment, (the "Lake County Contract") between Lake County, a political subdivision of the State of Florida, and William Medley Construction d/b/a Medley Sports Construction, a for profit corporation authorized to do business in the State of Florida (CONTRACTOR).

WITNESSETH:

WHEREAS, effective on or about June 1, 2022, until May 31, 2025, after complying with a competitive procurement process, Lake County, Florida entered into the Lake County Contract incorporated herein as **Exhibit A**, including any subsequent amendments; and

WHEREAS, the CONTRACTOR is willing to honor the terms, conditions, and pricing of the Lake County Contract to provide park amenities and equipment to the LCWA; and

WHEREAS, the LCWA and the CONTRACTOR want to enter into this Adoption and Amendment to adopt and amend the Lake County Contract to specify its application to the LCWA and to comply with the LCWA's procedures; and

WHEREAS, executing this Adoption and Amendment is in the best interests of the LCWA and the residents of Lake County.

THEREFORE, the parties agree as follows:

I. Legal Findings.

The foregoing recitals are hereby adopted as legislative findings of the Lake County Water Authority Board of Trustees and are ratified and confirmed as being true and correct and are hereby made a specific part of this Adoption and Amendment upon adoption hereof.

II. Scope.

On the terms and conditions set forth in this Adoption and Amendment, LCWA hereby engages CONTRACTOR and CONTRACTOR agrees to provide the products and services as specified in the exhibits attached, the terms of which are incorporated and made a part of this Adoption and Amendment: Lake County Contract, including all exhibits thereto, attached hereto and incorporated herein as **Exhibit A**.

III. Payment.

CONTRACTOR will accept as full and complete payment for its obligations hereunder as provided in **Exhibit A** and in accordance with the Lake County Contract. LCWA will make

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V. Application to Lake LCWA.

All terms applicable to "Lake County" or "County" in the Lake County Contract shall apply to the LCWA and all references to "Lake County" or "County" in the Lake County Contract will be construed as referring to the LCWA under this Adoption and Amendment.

VI. Amendment – Term.

Notwithstanding anything in the Lake County Contract or Adoption and Amendment, however, if no services have been provided under this Agreement on or before October 25, 2025, this Adoption and Amendment may be terminated by the LCWA, and this Adoption and Amendment shall be of no further force and effect. The LCWA reserves the right to extend this Amendment and Agreement to its full Term permitted by the Lake County Contract if all permits necessary for the work associated with this Adoption and Amendment have not been obtained on or before October 25, 2025.

VII. Notices.

The CONTRACTOR shall provide any notices to the LCWA as required under this Adoption and Amendment to the following locations:

Executive Director
Lake County Water Authority
27351 State Road 19
Tavares, Florida 32778-7800

With a copy to:

Attorney
Lake County Water Authority
702 W. Montrose Street
Clermont, Florida 34711

VIII. Effect of Amendment.

All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Adoption and Amendment conflicts with the Lake County Contract, this Adoption and Amendment will govern.

IX. Law, Jurisdiction, Venue, Waiver of Jury Trial.

This Adoption and Amendment shall be interpreted in accordance with and governed by the laws of the State of Florida. Venue for all actions arising from, related to, or in connection with this Adoption and Amendment, shall be in the courts of the Fifth Judicial Circuit in and for Lake County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Both parties waive any right they may have to a jury trial in any civil litigation matter arising from this Adoption and Amendment.

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payment on all invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes, as detailed in the Price Proposal on Page 7 of the CONTRACTOR's Proposal document, attached to the Lake County Contract as Exhibit B.

IV. Public Records

Pursuant to Section 119.0701, Florida Statutes, to the extent that CONTRACTOR is acting as a "Contractor" as defined in the Section 119.0701, Florida Statutes, the CONTRACTOR agrees that it shall:

A. Keep and maintain public records required by the LCWA to perform the services identified in this Adoption and Amendment.

B. Upon request from the LCWA'S custodian of public records, provide the LCWA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the LCWA.

D. Upon completion of the Adoption and Amendment, transfer, at no cost, to the LCWA all public records in possession of the CONTRACTOR or keep and maintain public records required by the LCWA to perform the service. If the CONTRACTOR transfers all public records to the LCWA upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Adoption and Amendment, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LCWA, upon request from the LCWA'S custodian of public records, in a format that is compatible with the information technology systems of the LCWA.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY WATER AUTHORITY, 27351 STATE ROAD 19, TAVARES, FL 32778, OR AT 352-253-4950, OR VIA EMAIL AT LCWARECORDS@LAKECOUNTYFL.GOV.

E. Failure to comply with this subsection will be deemed a breach of contract and enforceable as set forth in Section 119.0701, Florida Statutes.

F. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

AGREEMENT FOR ADOPTION AND AMENDMENT OF LAKE COUNTY CONTRACT

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X. Scope of Contract for Adoption & Amendment

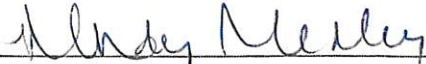
This Adoption and Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

Exhibit A Lake County Contract including Exhibits

IN WITNESS WHEREOF, the parties have signed this Amendment and Adoption through their duly authorized representatives on the date under each signature.

CONTRACTOR

William Medley Construction Inc. d/b/a
Medley Sports Construction

By: 
Mindy Medley
Vice President

This 28th day of December, 2023.

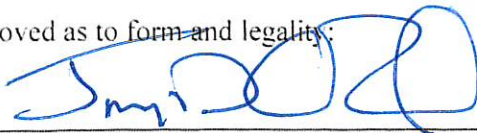
LAKE COUNTY WATER AUTHORITY

LAKE COUNTY WATER AUTHORITY,
FLORIDA, a political subdivision of the State of
Florida, by and through its Lake County Water
Authority Board of Trustees

Robert Hendrick, Chairman, Lake County Water
Authority


This 15 day of Nov, 2023.


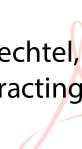
Approved as to form and legality:



Jimmy D. Crawford, Lake County Water Authority Attorney



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 6/1/2023	Contract Number: 22-726F Title: Park Amenities and Equipment Effective Date: 06/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: William Medley Construction, Inc. dba Medley Sports Construction Address: 32132 Hickory Lane City: Sorrento, FL 32776 ATTENTION: Mindy Medley Mindy@MedleyConstruction.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 416 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 05/31/2025.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature:  Print Name: Erik Medley Title: President Date: 02/01/2023 E-mail: Erik@Medleyconstruction.com Secondary E-mail: Mindy@Medleyconstruction.com	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature:  Print Name: Gretchen Bechtel Title: Officer II Date: _____ <small>Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.02.02 11:53:09 -05'00'</small>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	



CONTRACT NO. 22-726F
For
Park Amenities and Equipment

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 **William Medley Construction, Inc. dba Medley Sports Construction** (hereinafter "Contractor") to supply **Park Amenities and Equipment** to the County pursuant to County Bid number 22-726 with any included addenda (hereinafter "Bid"), with an opening date of 3/24/2022, and Contractor's Bid response dated 3/24/2022, 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 (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:

Addendums 1 and 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Exhibit D – Paisley Playground Project, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet, Attachment 4 – Equipment List

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.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract:
Insurance Requirements

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.

This Contract is effective from 6/1/2022 through 5/31/2023, 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 for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all 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: 6/1/2022

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



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

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

SOLICITATION: Park Amenities and Equipment

03/09/2022

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.** Attachment 2, the pricing sheet, is that just for our information or do we fill that out? I thought the Paisley Park was just a sample project to let us know what your process is. Or am I mistaken?
- R1.** Please see the solicitation documents Section 6.0 Delivery and Submittal Requirements.
- Q2.** I assume that this is intended to replace contract #17-0421L?
- R2.** The current contract 17-0421L is due to expire on 05/11/2022 with no term renewals.
- Q3.** Is the formal price request for Paisley Park playground just for informational purposes, or is this something you legitimately plan to award to someone?
- R3.** Please see Section 1, Scope of Services.

ADDITIONAL INFORMATION

Vendor X has been accepted as an approved manufacturer.

ACKNOWLEDGEMENT

Firm Name: William Medley Construction Inc dba Medley Sports Construction

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: *Mindy Medley*

Date: 3/9/2022

Print Name: Mindy Medley

Title: VP

Primary E-mail Address: Mindy@MedleyConstruction.com

Secondary E-mail Address: Erik@MedleyConstruction.com



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

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

SOLICITATION: Park Amenities and Equipment

03/09/2022

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. Do you have a tabulation for the park related products that Lake Co last purchased?
- R1. Purchase order spending of the previous contract (17-0421) was \$33,439.00. This figure does not include purchasing card transactions.
- Q2. Do you want us to quote new wood fiber safety surfacing and plastic borders? Or will that be by others? Or work within area there now and use existing surfacing?
- R2. The new wood mulch will be installed by the Office of Parks and Trails. The existing plastic borders will be reused once the installation is complete.
- Q3. Should we include permits and sealed drawings?
- R3. Please see Scope of Work, Section 3.1
- Q4. Would we include demo of existing playground there at the park? Noted on page 31
- R4. Please see Scope of Work, Section 1, paragraph 3

ADDITIONAL INFORMATION

Vendor X has been accepted as an approved manufacturer.

ACKNOWLEDGEMENT

Firm Name: **William Medley Construction Inc dba Medley Sports Construction.**

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: **Mindy Medley**

Date: **4/15/2022.**

Print Name: **Mindy Medley**

ADDENDUM NO. #2

22-726

Title:VP/ OFFICE MANAGER

Primary E-mail Address: Mindy@MedleyConstruction.com

Secondary E-mail Address: ERIK@MedleyConstruction.com

PARK AMENITIES AND EQUIPMENT**1. SCOPE OF SERVICES**

The County shall establish a pool of vendors to provide park amenities, playground equipment, and installation services for the purchase and replacement of various park amenities and playground equipment.

This is an indefinite quantity contract with no guarantee of dollar value. Pricing shall include all costs associated for the purchase, delivery, and installation of the equipment per specifications. All work and equipment shall be in strict compliance with all relevant Federal, State, County regulations, and manufacturer's equipment specifications.

Exhibit D – Paisley Community Park is a sample project to demonstrate the varying conditions. The project is located at Paisley Community Park, 24956 CR42, Paisley, FL. 32767. The Contractor shall remove the existing equipment, establish permits (if any), and furnish and install one (1) new Superior Products Playground (Gametime) or equipment of equal precision.

2. CONTRACT TIME AND LIQUIDATED DAMAGES

- 2.1. Contract time shall mean the number of business days from the project start date on the Notice to Proceed to the project completion date.
- 2.2. Should the project completion be delayed as a result of unforeseeable causes, and not due to fault or neglect, the County shall be notified in writing within two (2) business days after such delay, stating the cause, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- 2.3. If the Contractor complies with the two (2) business day notice requirement, the County will ascertain the fact and the extent of the delay being claimed and recommend or deny an extension.
- 2.4. The Contractor shall cooperate with the County investigation of the delay by providing any schedules, correspondence or other data that may be required to complete the findings of fact.
- 2.5. Extensions to the contract time may be granted only for those delays which impact the Contractor's schedule.
- 2.6. Extension of contract time, if approved by the County, must be authorized in writing.
- 2.7. Weather events and equipment failures are specifically excluded as an excused cause for delay under this agreement and no additional days shall be given for rain days.
- 2.8. Since time is of the essence for this agreement, the County will suffer financial loss if the work is not completed within the time specified on the notice to Proceed.
- 2.9. The County will be entitled to assess as, Liquidated Damages, but not as a penalty, for each calendar day that the project continues after the scheduled completion date.

PARK AMENITIES AND EQUIPMENT

- 2.10. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County.
- 2.11. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.
- 2.12. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County’s actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner.
- 2.13. Liquidated Damages in the amount of three hundred fifty dollars (\$350.00) per business day may be assessed if one or more of the following conditions occur:
 - 2.13.1. The work is not completed by the required completion date as stated in the Notice to Proceed.
 - 2.13.1.1. Liquidated damages will start the first business day after the date the work was scheduled to be completed and will continue for each business day thereafter until all contracted areas are maintained and the cycle is accepted as complete.
 - 2.13.2. The Contractor does not correct any deficient areas within two (2) business days after notification from the County, unless otherwise authorized by the County.
 - 2.13.2.1. Liquidated damages will start the third business day after notification and will continue for each calendar day thereafter until reported deficiencies are corrected per contract specifications.
- 2.14. The following is a list of fees that can be assessed to the Contractor during the term of the contract for performance deficiencies other than late completion.
- 2.15. These fees are assessed to help offset the additional costs associated with County labor and vehicle usage required for unnecessary inspections or missed meetings.
- 2.16. The fee(s) shall be deducted from the final invoice are:
 - 2.16.1. Missing scheduled appointments \$70.00 each
 - 2.16.2. If applicable to this contract, late emergency calls \$36.00 / hour
 - 2.16.3. Inspected unacceptable workmanship \$55.00 each
 - 2.16.4. Failure to provide any/all required documentation \$75.00 / day
 - 2.16.5. Failure to pass all inspecting authority re-inspections \$250.00 / day (within 30 days of initial inspection)
 - 2.16.6. All re-inspection fees assessed by the inspecting authority for inspection failures and paid by the County.

PARK AMENITIES AND EQUIPMENT

3. CONTRACTOR’S RESPONSIBILITIES

- 3.1. Provide for all licenses and permits, required to remove, furnish, and install equipment.
- 3.2. Provide a completed “Certified Background Check”, for all employees, subcontractors, and representatives of the contractor that will be performing work on County property.
- 3.3. Provide for all labor, materials, equipment, and any incidental costs associated for project completion.
- 3.4. All work shall be performed by qualified tradesman and shall be identified by uniformed clothing.

4. COUNTY RESPONSIBILITIES

Reserves the right to add or remove services in conjunction with the County’s needs.

5. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 5.1. Equipment delivery shall be F.O.B Destination.
- 5.2. Contractor shall deliver products on site in manufacturer’s containers and/or packaging.
- 5.3. Contractor shall store in a secure and weather protected area.
- 5.4. Storage facility may not be available on site.
- 5.5. Contractor shall inspect items for damage and chipped or marred finish before installation.
- 5.6. Contractor shall return all damaged or rejected products to manufacturer at no cost to the County.

6. HOURS OF OPERATION

- 6.1. Work performed shall be accomplished between the hours of 7:00 AM and 6:00 PM, Monday through Friday.
- 6.2. No work shall be performed on Saturdays, Sundays, or County Holidays, unless the otherwise requested by the County.
 - 6.2.1. Request must be received by the County two (2) days prior to the requested workday.
- 6.3. County Holidays are as follows:
 - 6.3.1. New Year’s Day
 - 6.3.2. Martin Luther King, Jr. Day
 - 6.3.3. President’s Day

PARK AMENITIES AND EQUIPMENT

- 6.3.4. Memorial Day
- 6.3.5. Independence Day
- 6.3.6. Labor Day
- 6.3.7. Veteran’s Day
- 6.3.8. Thanksgiving Day
- 6.3.9. Day after Thanksgiving
- 6.3.10. Christmas Day
- 6.4. Special schedules may be established due to noise complaints or similar problems affecting citizens in school zones, homes, or buildings adjacent to the roadways.
- 6.5. Under no circumstance will permission be given for work on New Year’s Day, Independence Day, Thanksgiving Day, or Christmas Day.
- 6.6. If the official holiday is on a Saturday, the County observed the holiday on Friday and if the holiday is on Sunday the County observed the holiday on Monday. The vendor shall not be allowed to work on the alternate day for the above-mentioned holidays.
- 6.7. The County may consider approval with the provisions stated above, for work on the following days: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veteran’s Day, or the Friday after Thanksgiving.
- 6.8. When the Contractor requests and is approved for Saturday, Sunday, or Holiday work, the County may assess the vendor the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

7. ORDER OF OPERATION

- 7.1. The County shall issue a request a quote (RFQ) for project limits and scope of work.
- 7.2. A mandatory pre bid meeting will be held within three (3) business days of the issuance of the RFQ.
- 7.3. The Contractor shall review the request and submit a bid proposal within five (5) business days from the date of the pre bid meeting.
- 7.4. Discrepancies in measurements and/or work limits shall be resolved and confirmed by the County prior to beginning any work.
 - 7.4.1. The Contractor shall not be entitled to additional compensation for the extra work performed if the vendor completes the work without County approval.

PARK AMENITIES AND EQUIPMENT

- 7.5. A Purchase Order shall be issued to the Contractor submitting the lowest price bid within the proposed time frame.
- 7.6. The Contractor shall acquire permitting, licenses, and any ancillary items needed to complete the project.
- 7.7. The Contractor shall provide the County with a schedule of completion (by e-mail) five (5) business days after receipt of purchase order.
- 7.8. The Contractor shall begin work as outlined within ten (10) business days from the issuance of the Purchase Order.
- 7.9. The Contractor shall consult with the County the day prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc. and must be agreed to by the County.
- 7.10. The Contractor shall complete the project within the number of days as specified on the Notice to Proceed.
- 7.11. The Contractor shall notify the County upon completion of the work to schedule an inspection.
- 7.12. The Contractor shall, upon request, meet with the County to review the work that has been completed.
- 7.13. The Contractor shall submit an invoice with all documentation as required by this contract.

8. SPECIFIC WORK REQUIREMENTS FOR SAMPLE PROJECT

- 8.1. Contractors are encouraged to perform a site visit to verify the measurements and determine the extent of services required as outlined in Exhibit D – Paisley Playground Project.
- 8.2. All work shall be completed in accordance with the specification outlined in Exhibit D – Sample Project.
- 8.3. The project consists of removing the existing equipment and providing and installing new equipment.
- 8.4. Contractor is responsible for obtaining permits, licenses, and any ancillary items needed to complete the project.

9. WARRANTY REQUIREMENTS

- 9.1. Contractor shall warrant workmanship of installation.
- 9.2. Equipment shall be per manufacturer's warranty.

[The remainder of this page intentionally left blank]

EXHIBIT B – INSURANCE REQUIREMENTS

22-726

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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Replacement Playground Equipment at Paisley Park

- 1.01 SCOPE OF WORK: Provide all labor, materials, equipment, fuel and other incidental costs and supervision necessary to remove the existing playground (See P-1) and furnish, delivery and installation of one (1) new Superior Products Playground (Gametime-see P-2) or approved equal at Paisley Park- 24956 County Road 42, Paisley, FL 32767. All work and equipment shall be in strict compliance with the latest codes, standards and practices.

Misc. Items to be noted:

- Field verification by contractor is recommended
- Concrete footers as recommended by manufacturer.
- All work to be completed within 30 days of issuance of P.O, unless manufacturers lead time requires additional time.
- Approved equal is also acceptable upon approval of the Office of Parks and Trails
- Playground color to be determined by the Office of Parks and Trails
- See attached map for location
- Age appropriate (2-12 years old)

1.02 SUBMITTALS:

- A. Submit product data/specification or catalog cut sheets to the Office of Parks and Trails for review and approval of all items of work.

- 1.03 FIELD CONDITIONS: Verify and coordinate all work to field locations and dimensions. Final playground elevation to be determined by the County.

1.04 PRODUCT HANDLING:

- A. Deliver products to site in manufacturer's containers or packaging.
- B. Store in secure and weather protected area.
- C. Return all damaged products to manufacturer.

PART III – EXECUTION

3.01 WORKMANSHIP:

- A. All furnishings described herein shall be installed by qualified tradesman. All installation work and materials to be per manufacturer's specifications, or as directed by the Owner's Representative.

- B. All work and materials are subject to the approval of the County.
- C. All products shall be inspected by the County for damage and chipped or marred finish. Contractor shall replace any damaged or rejected products at no conditional cost to the owner. The owner's representative may at his option authorize acceptance of chipped or scratched painted surfaces repaired by contractor at his own risk.

3.02 CLEANING

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment.

The undersigned hereby declares that: William Medley Construction, Inc dba Medley Sports Construction 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 **PARK AMENITIES AND EQUIPMENT** 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 Board approval, 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 must submit an accurate invoice to the County's using department's **parksinvoices@lakecountyfl.gov**. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or 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. William Medley Construction, Inc DBA Medley Sports Construction

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) not applicable 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: Sorrento, fl
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If “yes” is checked, provide supporting detail: 32132 Hickory Lane Sorrento, FL 32776

10.0 GENERAL VENDOR INFORMATION:

Firm Name: William Medley Construction, Inc DBA Medley Sports Construction

Street Address: 32132 Hickory Lane

City: Sorrento State and ZIP Code: FL, 32776

Mailing Address (if different): SAME

Telephone: 352-459-4436 Fax: n/a

Federal Identification Number / TIN: 26-1612878

DUNS Number: 047007354

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: *Mindy Medley*

Date: 3/24/2022

Print Name: Mindy Medley

Title: VP

Primary E-mail Address: Mindy@MedleyConstruction.com

Secondary E-mail Address: Erik@MedleyConstruction.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.

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William Medley Construction, Inc DBA Medley Sports Construction

SAVE AND SUBMIT AS AN EXCEL FILE

The Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide for the removal of existing, delivery and installation of new equipment as stipulated and implied.

Alterations to locked cells may result in disqualification of submission.

ITEM #	ITEM DESCRIPTION	TOTAL COST
1	Paisley Park Project - Removal and disposal of existing equipment	\$10,000.00
2	Paisley Park Project - Delivery and Installation of new equipment	\$34,550.00
	Total Cost	\$ 44,550.00

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?	3.00%
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Which does the firm use: Diesel fuel or Gasoline?	Diesel
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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?	20.00%
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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	60.00%
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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.

William Medley Construction, Inc DBA Medley Sports Construction	
SAVE AND SUBMIT AS AN EXCEL FILE	
EQUIPMENT LIST	
The below is a list of products currently used that may need availability for purchase under this solicitation. This is an indefinite quantity contract with no guarantee of purchase. Please choose "yes" or "no" if your firm is able to provide the following products for purchase and delivery or installation. Additional products offered may be listed below or included as an attachment.	
	Choose One
BleachersGT Grandstands Product	Yes
Bike racks Kirby Product (Standard ABK 1000)	Yes
Picnic tables Polly Products	Yes
Trash cans Kirby Product (Olympia Brand)	Yes
Bench swings Miracle or Play-more Products	Yes
Slides Must match existing manufactured brand	Yes
ADA playground entry ramp Plastic Borders product	Yes
Dugout shade structures Custom built to order	Yes
Swings Miracle or Play-more Products	Yes
Climbers (Same as below)	Yes
Small playground structures (Miracle, Landscape Structures, Game-Time)	Yes
Truncated domes Grainger Product or approved equal	Yes
Calming Devices Speed Bumps & Humps (Model # 3CZ3016)	Yes
Bollards Safety Zone Product or approved equal	Yes
Poly-cap Poly Guard Fence cap (Yellow Safety Cap-4 1/2" Diameter Roll)	Yes
Delineators Safety Zone Products	Yes
Helmet Trees A.D. Starr Product	Yes
Various Spring toys Sports Play Products	Yes
Baseball home plates / bases Soft Touch Products	Yes
Landscaping stakes Galvanized Landscape Stakes (29 INCH long X 1 3/4" round)	Yes
Bar-B-Que Grills R.J Thomas Manufacturing (Pilot Rock)	Yes
Wheel stops Concrete (6 FT. long X 9 INCH wide X 5 INCH height)	Yes
Foul Poles Patterson Williams (Model 1273)	Yes
Drinking fountains Halsey Taylor (Model # 4720) or Plumbing Supply (Model#10145SM)	Yes
Public Bike Pumps & Fix it Station Air Station Brand	Yes
Volleyball netting or posts Volleyball USA	Yes
Goal posts Jay Pro Model # FBSC 200	Yes
Basketball post & backboards Jay Pro Basketball #996	Yes
Score Keepers Table Wabash Valley	Yes
Other related items/ products:	