



**Town of Surfside**

**REQUEST FOR PROPOSAL 2020-07**

**Addendum No. 3**

Date Issued: September 24, 2020

To All Proposers:

Proposers for the above-referenced RFP shall take note of the following changes, additions, deletions or clarifications to RFP No. 2020-07, which in accordance with the RFP Documents shall become a part of and have precedence over anything shown or described otherwise in the RFP.

**THE FOLLOWING CHANGES ARE MADE TO THE RFP:**

1. 96<sup>th</sup> Street Park and Hawthorne Tot Lot – the playground areas currently have playground mulch which we do not see noted on the specification. Please confirm the type of mulch we are to include in our pricing.

**Answer: The Town orders the playground mulch (see attached).**

**PROPOSER:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# MULCH PROPOSAL



**A & W Mulch Installations, Inc.**

1128 Royal Palm Beach Blvd., #232

Royal Palm Beach, FL 33411

Phone: (561) 429-5624

Fax: (561) 429-5628

Email: awmulch@comcast.net

www.awmulch.com

**DATE:** 09/04/2019

**PROPOSAL #:** 2058

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**PROPOSAL SUBMITTED TO:**

Town of Surfside  
9293 Harding Ave.  
Surfside, FL 33154

**CONTACT:** David Flores  
**PHONE:** 305-866-3635  
**FAX:**  
**EMAIL:** dflores@townofsurfsidefl.gov

**JOB LOCATION:**

Hawthorne Tot Lot – 1125 90th Street  
96th Street Park – 9572 Bay Drive  
Surfside, FL 33154

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A&W Mulch Installations, Inc. proposes to deliver and install 100 cubic yards of Certified Playground Mulch at the above job location. The payment terms are NET 30 Days. The total price for the job will be \$4,200.00 (not including Florida sales tax). Florida sales tax will not be billed since a sales tax exemption certificate has been provided.

This work will be performed in accordance with plans and specifications you provided us (see specifications below). Any changes or alterations to the landscaping/mulched areas after the date of this Proposal may change the quantity of product and may require another estimate. Also, if the customer requests the same yardage used in prior years, the customer acknowledges that changes in the landscaping may have occurred and additional yardage, at an additional cost, may be needed to achieve the same coverage. If customer supplies the installation quantity and/or depth, A&W Mulch Installations, Inc. accepts no responsibility for the actual coverage.

Any changes from the plans and specifications supplied to us that involve an extra cost will be done only upon written orders, with an agreed-upon extra charge over and above the estimate.

This Proposal must be accepted and returned to A&W Mulch Installations, Inc. within thirty (30) days from its date or it will no longer be effective. Upon acceptance and return, the terms of this Proposal will be effective for sixty (60) days from the date of acceptance.

**SPECIFICATIONS**

**PRICE IS BASED ON QUANTITY SUPPLIED BY CUSTOMER.**

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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payments will be made as outlined above and on page two of this Proposal. We fully understand and accept the additional clauses set forth on page two of this Proposal.

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Signature and Title

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Date of Acceptance

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Print Name

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Requested Job Start Date

# MULCH PROPOSAL

## ADDITIONAL CLAUSES

**Terms of Payment:** The Purchase Price, INCLUDING Sales Tax and Delivery Charge if applicable, shall be due and payable to Seller at its address, in accordance with payment terms described on Page One (1) of this Proposal. If the Purchase Price or any part thereof is not paid in full, then said sum shall bear interest at the rate of one and one half (1½%) percent per month from due date until paid or the maximum legal rate permitted by law, whichever is less. Customer shall be liable to pay Seller all costs of collection efforts prior to litigation. If any check issued by Customer for payment of any portion of the Purchase Price is returned unpaid to Seller by the drawee bank, Customer shall pay all bank charges incurred by Seller as a consequence of the return check(s).

**Acceptance of Material:** Customer shall inspect the Materials upon receipt and shall deliver written notice to Seller within twenty-four (24) hours if Customer finds the Materials to be defective as non-conforming in accordance with industry standards. Failure to deliver such notice in a timely fashion shall conclusively constitute acceptance of the Materials by Customer. In the event Customer rejects the Materials for nonconformity, Seller shall have the right to inspect the Materials wherever they may be. If Seller confirms the nonconformity, Seller shall have the right to deliver replacement Materials within thirty (30) days.

**Notices:** Any notices provided hereunder shall be in writing, shall be dated, shall be signed by the party delivering notice, and delivered by U.S. Mail or Federal Express to the address of the party set forth herein.

**Default, Remedies, Litigation, Attorney Fees and Costs, Venue:** It shall be a default for Customer to fail to perform any covenant herein when such performance is due. Upon default by Customer, Seller shall have all remedies available under Florida law. If Seller institutes any litigation to enforce any clause hereof; Seller shall recover its reasonable attorney's fees and costs incurred, at trial and appellate levels. The sole and exclusive venue for any litigation brought to enforce any clause hereof shall be in Palm Beach County, Florida, without regard to the place of performance or the place of domicile, or incorporation or formation of the Customer.

**Entire Agreement, Severability, and Governing Law:** The TWO (2) pages of this Proposal constitute the entire agreement between the parties. The Customer agrees that it has read and fully understands this agreement and agrees to be bound by the terms hereof. No handwritten terms added hereto shall be sufficient to modify this agreement unless approved and initialed by both parties. If any covenant or clause of this agreement is deemed unenforceable by a court of competent jurisdiction; the remaining portions shall be unaffected and in full force and effect and shall be enforced as though such invalid portion were not a part hereof. This agreement is made and entered into in Palm Beach County, Florida and shall be governed by Florida law.

**Delays. Force Majeure:** Seller shall be given a reasonable time in which to make delivery of Materials and/or labor, and equipment to commence and complete the performance of this Contract. Seller shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to; (a) delays caused by any manufacturer or supplier from whom any Materials for the job have been ordered, including manufacturer delays, back orders, bankruptcies, or mishandling of Materials or strikes, and non-conforming Materials; (b) field conditions including the performance of work of other sub-contractors, architect and/or engineers, landscape architect or others; (c) armed conflict or economic dislocation resulting there from, embargoes, shortages of labor, raw Materials production facilities or transportation, labor difficulties, civil disorders of any kind, vendors priorities and allocations, fires, flood, inclement weather, accidents and acts of God. In the event of any such delays, the time for completion of work shall be extended in whatever amount is determined to be equitable. The Customer shall make no demands for damages for delays or actual damages for delays and no liquidated damages may be assessed against the Seller for delays or causes attributed to other contractors or arising from the above or occurring outside the scope of this Proposal.

**Damage after Installation:** Seller is not responsible for loss of installed Materials or damage, due to acts of God, storms, hail drowning, floods, drought, exceptional or untimely freeze, drainage or water on, over or from the property, fire, theft, vandalism or anything over which the Seller has no control. Seller further assumes no responsibility for damage to underground utilities, cable lines, water or sewer lines, cesspools and septic tanks, sprinkler and irrigation systems or any other lines, unless properly located by "as built" drawings or staked before commencement of work and that said items are at a depth below the final grade as required by local ordinance or accepted practice. The risk of loss shall pass to the Customer after delivery of the Materials to the site and Seller is not responsible for any loss, damage or theft of Materials while Materials are located on the site.

**Concealed and Unknown Conditions:** If concealed site conditions or unknown site conditions of an unusual nature that effect the performance of the work or installation of the Materials other than those indicated in this Proposal, or which differ materially from those generally recognized are encountered below ground or grade, Seller shall notify the Customer and the Contract sum shall be equitably adjusted for such concealed or unknown conditions by change order.

**Material:** Seller shall not be responsible for any stains on any pavement, pavers or other areas after installation of the Mulch Material. Seller shall also not be responsible for grass, sod or plant bed replacement, landscape damage, wall patching, painting, tile replacement, concrete replacement any other type of damage done which is necessary to complete the job or is the responsibility of others unless specifically stated otherwise.

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Initial

**A&W Mulch Installations, Inc.**  
(<https://awmulch.com/>)

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[CONTACT](#) [EMPLOYMENT](#)



**OFFICE HOURS**

<b>Monday</b>	9:00 am - 5:00 pm
<b>Tuesday</b>	9:00 am - 5:00 pm
<b>Wednesday</b>	9:00 am - 5:00 pm
<b>Thursday</b>	9:00 am - 5:00 pm
<b>Friday</b>	9:00 am - 5:00 pm
<b>Saturday</b>	Closed
<b>Sunday</b>	Closed

**PRODUCTS**

A&W Mulch Installations, Inc. offers a variety of mulches to choose from. All of the mulches we use are made from a variety of raw woods (i.e. Melaluca, Pine, and non-pressure treated pallet wood). The dyes used to make the colored mulches are iron-oxide based dyes.

A&W Mulch Installations, Inc. also offers Certified Playground Mulch that conforms with ASTM F 2075-15 Standard Specification of Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.

**FINISHED MULCH INSTALLATIONS**



([https://awmulch.com/resized/2020-20141129\\_112904esized-2/](https://awmulch.com/resized/2020-20141129_112904esized-2/))



([https://awmulch.com/playground/2019-78787-20191205\\_150939-2/](https://awmulch.com/playground/2019-78787-20191205_150939-2/))



([https://awmulch.com/2019-20191129\\_090556-2/](https://awmulch.com/2019-20191129_090556-2/))



([https://awmulch.com/playground/img\\_20190801\\_125304-2/](https://awmulch.com/playground/img_20190801_125304-2/))  
mulch-example-2/



([https://awmulch.com/red-20190713\\_1907452728-2/](https://awmulch.com/red-20190713_1907452728-2/))



([https://awmulch.com/20190710\\_141006-2/](https://awmulch.com/20190710_141006-2/))

**COLORED MULCHES**



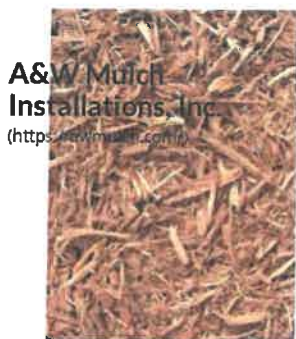
Yellow-Gold Mulch



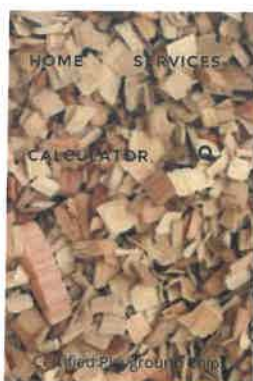
Orange-Gold Mulch (Spanish Gold)



**NATURAL MULCHES**



Cypress Blend Mulch



Home Services



Natural Mulch



(https://awmulch.com/employment-example-2/)



(https://awmulch.com/0443-mulch-5-2/example-2/)



(https://awmulch.com/20180125\_104656-2/)



(https://awmulch.com/20181018\_101936-gold-gold-example-2/)



(https://awmulch.com/20180125\_104656-2/)



(https://awmulch.com/20160610\_083443-2/)



(https://awmulch.com/photos/brown-20160420\_1121515-2/example-2/)



(https://awmulch.com/img\_0116-2/)

## WHAT ARE THE BENEFITS OF MULCH?

- Mulch holds in moisture, moderates soil temperate, and prevents roots of plantings from drying out quickly.
- Using mulch around plants can inhibit weed germination and growth.
- Mulch prevents soil splashing, which not only stops erosion but keeps soil-borne diseases from splashing up onto plants.
- When the mulch breaks down, it adds nutrients to the soil. It also encourages earthworms to occupy the area, which promotes healthy soil and a nutrient cycle.
- The application of mulch will provide a beautifully landscaped environment.

## NOT SURE HOW MUCH MULCH YOU NEED...

If you have purchased bagged mulch in the past or know the measurements of the areas that you would like mulched, check out our mulch conversion calculators (<https://awmulch.com/calculator/>). We also offer free commercial estimates. Contact (<https://awmulch.com/contact/>) our office today.

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