



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 7/1/2024	Contract Number: 24-728K Title: General Maintenance and Related Services for Parks and Water Resources Effective Date: July 1, 2024
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtels@LakeCountyFL.gov Telephone Number: 352-343-9765	CONTRACTOR Name: Promise Habitat Services, LLC Address: 2001 W Sam Allen Rd City: Plant City, FL. 33565 ATTENTION: bwillis@promisehabitat.com

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: This Contract Modification Number One replaces Exhibit A – Scope of Work with REVISED Exhibit A – Scope of Work. The REVISED version adds clarification language as follows:

- Section 1. Projects valued in excess of \$20,000 are subject to full and open competition unless approved by Procurement Director in advance.
 - Section 3.1. County will issue a request for quote (RFQ) for projects valued in excess of \$5,000.
 - Section 6.1 County will issue a request for quote (RFQ) for projects valued in excess of \$5,000.
 - Section 9. Licensing/ Permitting
 - 9.1. Contractors engaging in business or acting in the capacity of a licensed contractor without being duly registered or certified is prohibited (F.S. 489.127).
 - 9.2. Contractor shall ensure that all work is performed by properly licensed and qualified professionals to maintain safety and quality standards.
 - 9.3. Contractors shall have either a state-issued certified license or a locally registered license for the specific type of work they are performing.
 - 9.4. Permitted work is subject to inspections during construction and upon completion.
 - 9.5. Certain minor projects and repairs may be exempt from permit requirements.
 - 9.6. Minor projects completed under permit exemption shall comply with all building codes.
 - 9.7. Projects that are specifically split (contract pyramiding) to circumvent permitting and licensing requirements is a violation.
- Contractors that are found to split projects (contract pyramiding) or working outside of project requirements, will stop work immediately, forfeit payment of any work completed, and will be subject to contract termination and fines (F.S. 489.129).

CONTRACTOR SIGNATURE BLOCK Signature:  Print Name: <u>Brannen Willis</u> Title: <u>President</u> Date: <u>06/27/2024</u> E-mail: <u>bwillis@promisehabitat.com</u> Secondary E-mail: <u>cwilson@promisehabitat.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature:  Print Name: Gretchen Bechtel, Title: Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.06.28 09:58:10 -04'00'
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Distribution:
 Original – Bid File
 Copy – Contractor
 Contracting Officer

GENERAL MAINTENANCE AND RELATED SERVICES**1. SCOPE OF WORK**

Provide various general maintenance services for Lake County Parks and Water Resources to include properties such as boat ramps, paved and unpaved trails, environmentally sensitive properties, blue way trails, and cemeteries. A vendor pool shall be established for small maintenance service projects typically not exceeding twenty thousand dollars (\$20,000.00) per project. Projects valued in excess of \$20,000 are subject to full and open competition unless approved by Procurement Director in advance. The work site location will be identified at the time-of-service request. Vendors may provide services for one or all services listed to be considered for award.

This is an indefinite quantity contract with no guarantee use of services or guarantee of a minimum or maximum dollar amount to be expended. All 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. Be licensed and fully competent in all aspects of the quoted project in a safe manner.
 - 2.1.1. Employ only skilled, qualified workers.
- 2.2. Provide all-inclusive quotes to provide 100% turnkey projects that include common installation, repairs, preventative maintenance, and replacement of fixtures/equipment.
 - 2.2.1. Include all required labor, material, equipment, plans, engineering, surveys, permitting and local and state inspections.
 - 2.2.2. Include costs for general housekeeping and work area clean up.
 - 2.2.3. Include travel time.
 - 2.2.4. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.
- 2.3. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 2.4. Provide for certificate of competency / licensure for the application of any chemicals, to include pesticides and insecticides.
 - 2.4.1. Chemical applications shall not be completed without providing proof of licensing.
- 2.5. Provide two complete sets of Safety Data Sheets (SDS) of chemical products used in general maintenance operations.
- 2.6. Be responsible for inspections, penalties, fees, or fines for projects.
- 2.7. Be responsible for damages caused as the result of completing projects.
- 2.8. Furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.
- 2.9. Provide a neat and clean in appearance dress code for Contractor's employees that consists of a shirt with company name, pants, and work shoes/boots.
- 2.10. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.

GENERAL MAINTENANCE AND RELATED SERVICES

2.11. Provide dump tickets for debris removal projects from an approved State Permitted Facility of proper disposal. Dump tickets shall include the date, project, and attached to the invoice for payment.

3. COUNTY RESPONSIBILITIES

County will:

3.1. County will issue a request for quote (RFQ) for projects valued in excess of \$5,000.

3.2. Reserves the right to award to one or more vendors.

3.3. Reserves the right add or remove services in conjunction with the County's needs.

3.4. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.

3.5. Reserve the right to dismiss Contractor's staff from park grounds for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. EQUIPMENT

4.1. Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified.

4.2. Equipment used shall be in good, safe working order and properly maintained to protect the operator and the public.

4.3. Safety devices installed by the manufacturer shall be in place and in proper working order.

4.4. Equipment used by the Contractor is subject to inspection by the County Project Manager.

4.5. Equipment on site deemed by the County Project Manager to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the contractor at his/her expense the same day of the County's determination.

5. GENERAL MAINTENANCE AND RELATED SERVICES

Services may be required at any time during park operating hours seven (7) days a week. There may be rare occasions where services outside of normal operating hours may be required. Examples of general maintenance service projects include but are not limited to the following.

5.1. ADA related repairs with or without concrete.

5.2. ADA playground mulching services.

5.3. Athletic field painting and marking services.

5.4. Athletic field clay grooming and rototilling services.

5.5. Bathroom amenities (repair or install).

5.6. Building repairs including walls, flooring, roofing, window, doors, and hardware.

5.7. Concrete repairs of existing or installation of new (including grinding).

5.8. Court Resurfacing.

5.9. Debris removal resulting from illegal dumping or acts of nature.

5.10. Delivery and Installation of sand (volleyball courts, sand boxes), lime rock, 57 stone, and Coquina Shell Rock.

GENERAL MAINTENANCE AND RELATED SERVICES

- 5.11. Erosion / washout repairs.
- 5.12. Fence installation up to 500 feet (all types and sizes).
- 5.13. Fence, gate, and screen repair (all types and sizes).
- 5.14. Grading and sod repair and maintenance.
- 5.15. Graffiti / vandalism repairs.
- 5.16. Hard surface structure repair such as parking lots, boat ramps, and ball courts to include asphaltic sealcoating.
- 5.17. Irrigation repair and pump maintenance.
- 5.18. Minor landscape maintenance tasks.
- 5.19. Minor painting of facilities and equipment.
- 5.20. Mulching services.
- 5.21. Pavilion and canopy repairs.
- 5.22. Post and cable repairs.
- 5.23. Pressure washing services.
- 5.24. Repair to wooden structures to include rails, ramps, walkways & boardwalks.
- 5.25. Rolling gate repairs.
- 5.26. Rubber surface maintenance and repair services.
- 5.27. Site furnishing repairs.
 - 5.27.1. Include, but are not limited to, playground/exercise equipment, goal post, foul post, flag poles, batting cages, volleyball/tennis/pickleball court posts and netting, kiosks, basketball rim and backstop, bleachers, tables, benches, trash cans, and signage.
- 5.28. Traffic pavement marking repairs.
- 5.29. Well work including submersible motors, pump replacement and piping.
- 5.30. Wheel stops, speed bumps and bollard installation / repair.
- 5.31. Windscreens and Protective Netting (furnish and install)

6. INVOICES AND PROPOSALS

- 6.1. County will issue a request for quote (RFQ) for projects valued in excess of \$5,000.
- 6.2. Proposals shall be based on current market pricing for labor and net cost of materials to the Contractor.
- 6.3. Contractor shall submit an original invoice to the County within ten (10) days after each project has been completed.
- 6.4. Contractor shall submit invoice and accept payment as full and complete payment for the timely completion of the project.

Invoicing for debris removal services shall include a copy of the dump ticket from a state approved facility for proper disposal. Invoices shall not be paid until receipt of proper disposal if provided by the Contractor.

GENERAL MAINTENANCE AND RELATED SERVICES

7. LIQUIDATED DAMAGES

- 7.1. County will suffer a financial loss if the work is not completed within the specified time.
- 7.2. Deficiencies that have been noted and not remedied within ten (10) calendar days shall be assessed liquidated damages for each calendar day the remedies have not been completed.
 - 7.2.1. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.
- 7.3. Services shall be deemed complete on the date the deficiencies are considered complete to the satisfaction of the County.
- 7.4. Liquidated Damages will be as set forth in the following table:

Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

- 7.5. The County will retain from the compensation to be paid to the Contractor a daily fee based on the total project amount.
 - 7.5.1. Example: The total project amount to complete all services is fifteen hundred dollars (\$1,500). Deficiencies have been noted and not completed for fourteen (14) calendar days. The specified time frame to correct deficiencies shall be completed within ten (10) days. The liquidated damages that shall be assessed starting on the first day after the specified time frame (on the eleventh (11) day) and will be assessed \$25.00 per day that the work is not completed. (14 days – 10-day time frame = 4 days; \$25.00 per day x 4 days = \$100 assessment for liquidated damages).
- 7.6. If the deficiencies have not been remedied, the Contractor shall stop work on any other project or service to the County until the deficiencies are complete and the Liquidated damages sum is satisfied.

8. WARRANTY

- 8.1. Contractor shall assume the risk of loss of damage to the County’s property during possession and until delivery and acceptance of property to the County.
- 8.2. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor’s expense within ten (10) calendar days.
- 8.3. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 8.4. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

9. LICENSING / PERMITTING

GENERAL MAINTENANCE AND RELATED SERVICES

- 9.1. Contractors engaging in business or acting in the capacity of a licensed contractor without being duly registered or certified is prohibited (F.S. 489.127).
- 9.2. Contractor shall ensure that all work is performed by properly licensed and qualified professionals to maintain safety and quality standards.
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