1. **CONTRACTOR OBLIGATION**

Contractor shall:

* 1. Be licensed and fully competent in all aspects of the Cell Phase III closure of the Lake County Landfill located at 13130 County Landfill Road, Tavares, Florida in a safe manner.
     1. Employ only skilled, qualified workers.
     2. Assure that all personnel are competent, careful, and reliable. All personnel must have sufficient skill and experience to properly perform the work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and shall make proper effort to execute the work in the manner prescribed in the Contract Documents, or the Engineer may take action as prescribed below.
     3. Whenever the Engineer shall determine that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, the Engineer shall notify Contractor that such person is to be discharged from the work. Contractor shall immediately discharge said person from the work and shall not again employ said person on this work except with the written consent of the Engineer.
     4. Contractor shall give the work the constant attention necessary to assure the scheduled progress and shall cooperate fully with the Engineer and with other Contractors at work in the vicinity.
     5. Contractor shall, at all times, have on the work as his agent, a competent supervisor capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The supervisor shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor, and incidentals, which may be required. Contractor’s supervisor shall speak and understand English, and at least one responsible person who speaks and understands English shall be on site during all working hours.
  2. Provide all-inclusive quotes to provide 100% turnkey project for the performance and completing the work from the date of Notice to Proceed until the date of Final Acceptance by the County.
     1. Include all required labor, superintendence, material, power, light, heat, fuel, water, tools, appliances, equipment, supplies, testing, general housekeeping, travel time, and other means of construction necessary or proper for performing and completing the work.
     2. 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.
  3. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all federal, state, and local laws, ordinances, regulations, and code requirements applicable to complete projects.
  4. Be responsible for inspections, permits, penalties, fees, or fines for projects.
  5. Be responsible for damages caused as the result of completing projects.

1. **SCOPE OF WORK**
   1. All specific work to be performed as stated within the attached Exhibits, project drawings, any and all addenda(s), if any, and within the pricing items included in Attachment 2.
   2. The overall timeframe shall not exceed one hundred and twenty (120) calendar days.
2. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH/HAZARDOUS MATERIALS**

3.1Contractor shall certify that all materials, equipment, etc., to be used in project meets all Occupational Safety and Health Administration (OSHA) requirements. Contractor further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect of the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by Contractor and its employees.

3.2 All chemicals used during project construction or furnished for project operations, whether herbicide, pesticide, disinfection, polymer, reactant, or of other classifications, must show approval of either the Environmental Protection Agency (EPA) or the U.S. Department of Agriculture (USDA). Use of all chemicals and disposal of restudies shall in strict conformance with instructions. Contractor must maintain a file on side of Material Safety Data’s (MSD’s) for above materials. All truck and equipment maintenance performed onsite shall be performed in such a manner to prevent fluid leaking on the ground.

1. **COUNTY RESPONSIBILITIES** As stated in bid documents.
2. **DELIVERY REQUIREMENTS AND FINAL ACCEPTANCE** As stated in bid documents.
3. **WARRANTY REQUIREMENTS** As stated in Exhibit E.
4. **LIQUIDATED DAMAGES**
   1. County and Contractor recognize that, since time is of the essence for this Contract, the County will suffer financial loss if the work is not completed within the time specified.
   2. County shall be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the Engineer. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above‑noted liquidated damages as a penalty. 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. The liquidated damages shall be as follows:

Original Contract Amount Daily Charge Per

Calendar Day

$50,000 and under $868

Over $50,000 but less than $250,000 $882

$250,000 or more but less than $500,000 $1,197

$500,000 or more but less than $2,500,000 $1,694

$2,500,000 or more but less than $5,000,000 $2,592

$5,000,000 or more but less than $10,000,000 $3,786

$10,000,000 or more but less than $15,000,000 $4,769

$15,000,000 or more but less than $20,000,000 $5,855

$20,000,000 and over $9,214 plus 0.00005 of any

amount over $20,000,000 (round to nearest whole dollar)

* 1. Contractor in default for not completing the work within the time specified will be removed from the bidder’s list, at the option of the County, and not permitted to bid work for Lake County until the project is complete and the liquidated damages sum is satisfied.