1. **SCOPE OF SERVICES**

Contractor shall participate in a contractor pool for fence installation and related services for the purchase, replacement, and installation of various fencing products for Lake County Parks and Trails. Fencing products shall vary from all types fencing, to include but not limited to, wooden privacy, field, chain link, powdered coated chain link, PVC or vinyl fencing products.

Exhibit D – North Lake Project will be the initial project. The project is located at North Lake Regional Park, 40730 Roger Giles Rd, Umatilla, FL 32784. Contractor shall install approximately one hundred and five (105) LF of eighteen foot (18’) high, black powder coated, #6-guage, schedule 40 chain link backstop fence, vinyl coated mesh, and gate.

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 fence and related services per specifications. All work and materials shall be in strict compliance with all relevant Federal, State, County regulations, and manufacturer’s equipment specifications.

1. **CONTRACT TIME AND LIQUIDATED DAMAGES**
   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. 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 Contractor may have had to request a time extension.
   3. If Contractor complies with the two (2) business day notice requirement, County will ascertain the fact and the extent of the delay being claimed and recommend or deny an extension.
   4. 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.
   5. Extensions to the contract time may be granted only for those delays which impact Contractor’s schedule.
   6. Extension of contract time, if approved by County, must be authorized in writing.
   7. Weather events and equipment failures are specifically excluded as an excused cause for delay under this Contract and no additional days shall be given for rain days.
   8. Since time is of the essence for this agreement, County will suffer financial loss if the work is not completed within the time specified on the notice to Proceed.
   9. 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.
   10. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the County.
   11. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.
   12. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of County’s actual damages at the time of contracting if Contractor fails to complete the work in a timely manner.
   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:
       1. The work is not completed by the required completion date as stated in the Notice to Proceed.
          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. Contractor does not correct any deficient areas within two (2) business days after notification from County, unless otherwise authorized by County.
          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.
   14. The following is a list of fees that can be assessed to Contractor during the term of the contract for performance deficiencies other than late completion.
   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.
   16. The fee(s) shall be deducted from the final invoice are:
       1. Missing scheduled appointments $70.00 each
       2. If applicable to this contract, late emergency calls $36.00 / hour
       3. Inspected unacceptable workmanship $55.00 each
       4. Failure to provide any/all required documentation $75.00 / day
       5. Failure to pass all inspecting authority re-inspections $250.00 / day (within 30 days of initial inspection)
       6. All re-inspection fees assessed by the inspecting authority for inspection failures and paid by the County.
2. **CONTRACTOR’S RESPONSIBILITIES**

Contractor shall:

* 1. Provide for all licenses and permits, required to remove, furnish, and install various fencing products.
  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. Provide for all labor, materials, equipment, and any incidental costs associated for project completion.
  4. Provide only skilled, qualified tradesman with the ability to speak English, project a professional image, and work effectively with the public.
  5. Provide for safety by installing safety devices such as temporary fencing, and signs, to areas that may traversed by the public.
  6. Clean up, remove, and dispose of all debris associated with the work performed.

1. **COUNTY RESPONSIBILITIES**

County will:

* 1. Reserves the right to add or remove services in conjunction with the County’s needs.
  2. Reserves the right to inspection of the project during the commencement and for final acceptance.
  3. Not be responsible for theft of Contractor’s equipment or stored material items.

1. **DELIVERY REQUIREMENTS AND ACCEPTANCE**
   1. Delivery shall be F.O.B Destination.
   2. Contractor shall deliver products on site in manufacturer’s containers and/or packaging.
   3. Contractor shall store in a secure and weather protected area.
   4. Storage facility may or may not be available on site.
   5. Contractor shall inspect items for damage and chipped or marred finish before installation.
   6. Contractor shall return all damaged or rejected products to manufacturer at no cost to the County.
2. **HOURS OF OPERATION**
   1. Work performed shall be accomplished between the hours of 7:00 AM and 6:00 PM, Monday through Friday.
   2. No work shall be performed on Saturdays, Sundays, or County Holidays, unless the otherwise requested by the County.
      1. Request must be received by the County two (2) days prior to the requested workday.
   3. County Holidays are as follows:
      1. New Year’s Day
      2. Martin Luther King, Jr. Day
      3. President’s Day
      4. Memorial Day
      5. Independence Day
      6. Labor Day
      7. Veteran’s Day
      8. Thanksgiving Day
      9. Day after Thanksgiving
      10. Christmas Day
   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.
   5. Under no circumstance will permission be given for work on New Year’s Day, Independence Day, Thanksgiving Day, or Christmas Day.
   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. Contractor shall not be allowed to work on the alternate day for the above-mentioned holidays.
   7. 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.
   8. When Contractor requests and is approved for Saturday, Sunday, or Holiday work, County may assess the Contractor 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.
3. **ORDER OF OPERATION**
   1. County shall issue a request for quote (RFQ) for project limits and scope of work.
   2. Contractor shall make a site visit to review and verify the project limits within three (3) business days of the issuance of the RFQ.
   3. Contractor shall review the request and submit a bid proposal within five (5) business days from the date of the pre bid meeting.
   4. Discrepancies in measurements and/or work limits shall be resolved and confirmed by County prior to beginning any work.
      1. Contractor shall not be entitled to additional compensation for the extra work performed if the Contractor completes the work without County approval.
   5. A Purchase Order shall be issued to Contractor submitting the lowest price bid within the proposed time frame.
   6. Contractor shall acquire permitting, licenses, and any ancillary items needed to complete the project.
   7. Contractor shall provide County with a schedule of completion (by e-mail) within five (5) business days after receipt of purchase order.
   8. Contractor shall begin work as outlined within ten (10) business days from the issuance of the Purchase Order.
   9. Contractor shall consult with County the day prior to any schedule variance, including when work is interrupted due to weather, breakdowns, etc. and must be agreed to by County.
   10. Contractor shall complete the project within the number of days as specified on the Notice to Proceed.
   11. Contractor shall notify County upon completion of the work to schedule an inspection.
   12. Contractor shall, upon request, meet with County to review the work that has been completed.
   13. Contractor shall submit an invoice with all documentation as required by this Contract.
4. **SPECIFIC WORK REQUIREMENTS FOR INITIAL PROJECT**
   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 – North Lake Project.
   2. All work shall be completed in accordance with the specification outlined in Exhibit D.
   3. Contractor is responsible for obtaining permits, licenses, and any ancillary items needed to complete the project.
   4. Contractor may use on site storage (if available) at the Contractor’s risk.
      1. No paint, materials, or equipment shall be stored within the buildings.
      2. County will not be responsible for any damage or theft of stored items.
   5. All work sites shall be maintained in a safe, clean, and neat manner.
5. **WARRANTY REQUIREMENTS**
   1. Contractor shall warrant workmanship of installation.
   2. Materials shall be per manufacturer’s warranty.

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