

CONSTRUCTION OF FIRE STATION 71**1. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 1.1. Be licensed and fully competent in all aspects of the project in a safe manner.
 - 1.1.1. Employ only skilled, qualified workers.
- 1.2. Provide all-inclusive quotes to provide 100% turnkey projects that include common installation, repairs, preventative maintenance, and replacement of fixtures/equipment.
 - 1.2.1. Include all required labor, material, equipment, plans, engineering, surveys, permitting and local and state inspections.
 - 1.2.2. Include costs for general housekeeping and work area clean up.
 - 1.2.3. Include travel time.
 - 1.2.4. 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.
- 1.3. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 1.4. Be responsible inspections, penalties, fees, or fines for projects.
- 1.5. Be responsible for damages caused as the result of completing projects.
- 1.6. Furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.

2. SCOPE OF WORK

The purpose of this solicitation is to select a “qualified licensed contractor” (hereinafter “contractor”) to furnish all labor, materials, equipment, component/devices, transportation, fuel, supervision, permits, inspections, and all other incidentals needed to complete all necessary work, all in accordance with this solicitation and Construction Documents provided for the Fire Station 71, located at 33661 CR 473, Leesburg, Florida 34788.

Contractor shall construct and provide a turn-key Fire Station including connection to existing water service line and connection to the existing power to provide power service to the fire station. The Orlando architectural firm, KTH Architects, has completed the design for this project.

3. COMPLETEION OF WORK FROM NOTICE TO PROCEED

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 7 entitled “Method of Award.” The completion date must not exceed the number of calendar days listed in Attachment 2 - Pricing Sheet after date of purchase order.

All work must be performed in accordance with good commercial practice. The work schedule and completion dates must be adhered to by the contractors, except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the contractor. In these cases, the contractor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the contractors to whom the contracts is awarded fail to complete the work within the number of days stated in its offer, or the “not-to-exceed” timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the contractor and to secure the services

CONSTRUCTION OF FIRE STATION 71

of another contractor to complete the work. If the County exercises this authority, the County will be responsible for reimbursing the contractor for work which was completed and found acceptable to the County in accordance with the contract specifications. The County may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another contractor. If the incumbent contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

4. ACCIDENT PREVENTION AND BARRICADES

Precautions must be exercised at all times for the protection of persons and property. All contractors performing services under the contract must conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the responsible contractor. Barricades must be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

5. BUSINESS HOURS OF OPERATION

No work may be done on Saturday, Sunday, or on any days between the hours of 6:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work may be started without prior approval of the immediate project manager or his/her designated representative

6. SUPERINTENDENT SHALL BE PROVIDED BY THE CONTRACTOR

The contractor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term “competent” includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the contractor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the contractor. The superintendent shall be considered to be, at all times, an employee of the contractor under its sole direction and not an employee or agent of the County.

7. LABOR, MATERIALS, AND EQUIPMENT MUST BE SUPPLIES BY THE CONTRACTOR

Unless otherwise stated in this solicitation the contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment must be subject to the inspection and approval of the County’s Project Manager.

8. MATERIALS MUST BE MAINTENANCE CERTIFIED

The County hereby agrees that materials supplied by the contractor in conjunction with this contract may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) as long as they are warranted for merchantability and carry a warranty equal to new products. In the event any of the materials supplied to the County by the contractor are found to be defective or do not conform to specifications, the County reserves the right to either (1) cancel the order and return such materials to the contractor at the contractor's expense; or (2) require the contractor to replace the materials at the contractor's expense. The contractor’s supplier of maintenance certified equipment should be easily identifiable to the County.

CONSTRUCTION OF FIRE STATION 71

9. MODIFICATION TO PROJECT DESIGNS

The County's Project Architect reserves the right to change the design of any interior furnishing details shown on the contract documents without additional cost; provided that there is no increase in the amount of materials, workmanship or cost to the contractor. Any conflict or inconsistency between the drawing and specifications, and/or any discrepancy between any dimensions and the drawings, shall be reported, in writing, by the contractor to the Project Architect; whose decision thereon shall be conclusive.

Any errors, omissions, ambiguities, and/or discrepancies which are found on the drawings or in the specifications during the course of the work shall be interpreted by the Project Architect. Further, any discrepancies between the drawings and specifications which the contractor failed to bring to the attention of the Project Architect before submitting its offer shall be interpreted by the Project Architect. The contractor hereby understands and agrees to abide by the Project Architect's interpretation and agrees to complete the work in accordance with the decision of the Project Architect. If the Contract Documents are not complete as to any minor detail of a required system or equipment, but there exists an accepted manufacturing standard, such details shall be deemed to have been implied and required by the Contract Documents in accordance with such standard.

10. LIQUIDATED DAMAGES

Substantial Completion: (Construction Contracts/Minor Repair or Alterations/Services) The date of substantial completion of work or designated portion thereof is the actual date certified by the County (Owner) or designated authorized representative, when the construction/minor repair or alteration/or services are sufficiently complete, in accordance with all stated terms and conditions set forth in the solicitation. The County's authorized representative may authorize the release of the followings upon receipt and acceptance.

The date of substantial completion may include but is not limited to the following:

- Approval and Receipt of Occupancy Permits by Fire Marshall;
- Elevator Permits;
- All materials and equipment installed;
- Landscaping and site work complete;
- HVAC test and balance complete and all certificates submitted to Owner/County;
- All systems in-place, functional and displayed to County's authorized representative or designee. All systems signed off by the owner/County or County's authorized representative or designee;
- Cleaning and removal of debris from premises;
- Receipt of manuals and/or warranty certificates/information by the County;
- Draft record documents submitted to County/or authorized representative or designee; and
- Training and on-site demonstrations complete.

Final Completion: County and Contractor agree time is the essence for the completion of this project. The Contract time shall begin with issuance of a Notice to Proceed (NTP) or the issuance of and receipt of a purchase order indicating the start date to the Contractor by the County. Final Completion shall be 30 calendar days after Substantial Completion

The date of final completion may include but is not limited to the following:

- Work is complete and in accordance with the Contract Documents and is ready for final inspection.
- Completion and approved Operation and Maintenance manuals have been submitted.

CONSTRUCTION OF FIRE STATION 71

- Record Drawings reflecting “as built” conditions are complete and acceptable to the Architect-Engineer.
- All required Project Close-out Documentation is complete.
- Full Occupancy Permit from the Department for Housing, Buildings and Construction has been obtained.
- All additional materials required by the specifications have been delivered to the Using Agency. E.g., spare parts, ceiling tiles, floor tile, etc.

Liquidated Damages: (Construction Only) Time is of the essence in the work provided for in these construction documents and there will be, on the part of the County, considerable monetary damage in the event the work is not completed within the time fixed for the completion of the contract, or within the time to which such completion may be extended by consent of the County. Inasmuch as the actual damages for such delay is impossible to exactly determine, the bidder agrees that he/she and his/her surety shall be liable for and shall pay to the County the following liquidated damages:

For failure of the Contractor to be substantially completed with the Work within the time set forth in the contract between County and contractor; liquidated damages shall be in accordance with the following schedule:

CONTRACT AMOUNT		LIQUIDATED DAMAGES PER CALENDAR DAY
\$10,000	to	\$100
\$100,000		
\$100,000	to	\$250 + 0.05% of contract amount exceeding \$100,000
\$499,999		
\$500,000	to	\$450 + 0.04% of contract amount exceeding \$500,000
\$999,999		
\$1,000,000	to	\$650 + 0.03% of contract amount exceeding \$1,000,000
\$1,999,999		
\$2,000,000	to	\$950 + 0.02% of contract amount exceeding \$2,000,000
\$5,999,999		
\$6,000,000	and	\$1,750 + 0.01% of contract amount exceeding \$6,000,000
Greater		

For the purpose of computing liquidated damages only, no deduction shall be made from the contract amount for Owner Direct/Contractor Assisted Purchase of Project Related Material and Equipment as described in these Bidding Requirements. If the project has multiple phased substantial completion dates, liquidated damages for each phase shall be computed based on the contract amount allotted to each phase by the schedule of values

11. PERFORMANCE/PAYMENT BOND

The contractor to whom a contingent award is made shall duly execute and deliver to the County a Performance and Payment Bond in the amount of 100 percent of the bid. The Performance and Payment Bond Forms supplied by the County shall be the only acceptable form for these bonds. No other form will be accepted. The completed forms shall be delivered to the County within ten (10) calendar days after

CONSTRUCTION OF FIRE STATION 71

formal notice of award. If the contractor fails to deliver the payment and performance bonds within this specified time, including granted extensions, the County shall declare the contractor in default of the contractual terms and conditions, and the contractor shall surrender any associated offer guaranty/bid bond provided by the contractor, and the County shall not accept any offer from that contractor for a twelve (12) month period following such default.

The following specifications shall apply to any bond provided:

All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall apply.

For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

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