1. **SCOPE OF WORK**

Deliver and install Lime Rock, 57 Stone, or Coquina Shell Rock of uniform quality for the repair and maintenance of various Lake County parks, trails, public land roads, parking areas, unpaved paths in conjunction with the County’s needs. Contractor shall provide all equipment, operations, safety equipment, lighting, and any incidentals required for the completion of work. A compaction of no less than ninety- eight (98%) percent density based on AASHTO T-180 is required.

The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s). Orders may be funded in whole or in part with federal funds and is subject to federal requirements including, but not limited to those set forth in 2 C.F.R. Part 200, Appendix II. Work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

1. **CONTRACTOR RESPONSIBILITIES**

Contractor shall:

* 1. Furnish and installation of Lime Rock, 57 Stone, or Coquina Shell Rock that is of uniform quality.
  2. Verify and coordinate all work to site locations and dimensions.
  3. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
     1. No storage or service of equipment shall take place on County property.
  4. Provide competent personnel in all aspects of lime rock, 57 stone or coquina shell rock removal, delivery, and installation.
  5. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
  6. 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.
  7. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
  8. Visit each site for the approximate measurements required to complete the project.
  9. Provide and maintain a clean and safe work environment.
  10. Be responsible for initiating, maintaining, and supervising all safety precautions in compliance with the Occupational Safety and Health Administration Act (OSHA).

1. **COUNTY RESPONSIBILITIES**

County will:

* 1. Reserve the right to award to one or more Contractors.
  2. Reserve the right to add or remove services in conjunction with the County’s needs.
  3. Provide for a minimum order of lime rock, 57 stone or coquina shell rock of eighteen (18) cubic yards for each project.
  4. Reserve the right to inspect materials, workmanship, and equipment of each project prior to final acceptance.
  5. Reserve the right to cancel orders not delivered within the agreed upon time frame at Contractor’s expense.
  6. Reserves the right to refuse any delivery of wet rock and reserves the right to obtain the materials from an alternate source.

1. **DELIVERY REQUIREMENTS AND ACCEPTANCE.**
   1. Deliveries shall be FOB – Destination.
   2. Deliveries shall be made Monday through Friday, during the posted time at each location.
2. **LIQUIDATED DAMAGES**
   1. County will suffer a financial loss if the work is not completed within the specified time.
   2. Deficiencies that have been noted and not remedied within the specified time shall be assessed liquidated damages for each calendar day the remedies have not been completed.
      1. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.
   3. Services shall be deemed complete on the date the deficiencies are considered complete to the satisfaction of the County.
   4. Liquidated Damages will be as set forth in the following table:

|  |  |
| --- | --- |
| **Monthly Service/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 |

* 1. The County will retain from the compensation to be paid to the Contractor a daily fee based on the monthly cost for service outlined in Attachment 2 – Pricing Sheet.
     1. Example: The monthly cost to complete all services is fifteen hundred dollars ($1,500) per month. Deficiencies have been noted and not completed for four (4) days after the specified time. The liquidated damages that shall be assessed will be $25.00 per day that the work is not completed. ($25.00 per day x 4 days = $100 assessment for liquidated damages).
  2. 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.

1. **PROJECT SPECIFICATIONS**
   1. Provide a five (5) lbs. bag of lime rock, 57 stone, or coquina shell rock for approval upon request at no cost to the County.
   2. Work shall be performed at a time that minimizes disturbance or interference to visitor activities.
   3. Work shall not be permitted between the hours of 4:00 PM and 7:00 AM or on Saturday and Sunday, unless otherwise stipulated by the County.
   4. Respond to County request within forty-eight (48) hours of notification if not the County reserves the right to refuse delivery.
   5. Notify County at a minimum of two (2) days in advance of project start date.
   6. Work shall be completed within fourteen (14) days of receipt of Notice to Proceed.
   7. Rock shall be of uniform quality.
   8. Installation shall be six inches (6”) in depth.
   9. A compaction of no less than 98% percent density based on AASHTO T-180.
   10. Storage or service of equipment is not permitted on County property.
   11. All excess materials, soil, debris, and equipment shall be removed and properly disposed.
   12. All lime rock shall comply with FDOT Standard Specifications for Road and Bridge Construction 2023-2024 or most recent addition Section 911 Lime rock Material for Base and Lime Rock Stabilized Base.
   13. Products delivered will remain the property of the Contractor, and services will not be deemed complete, until a physical inspection of the products or services is accepted by the County**.**
2. **WARRANTY REQUIREMENTS**
   1. Contractor shall be responsible for the replacement or repair of any damages caused as the result of completing projects, to include but not limited to, irrigation systems, landscaping, fencing, concrete, and curbing, etc.
   2. Contractor shall warrant workmanship of installation of lime rock, 57 stone or coquina shell as specified herein.
   3. Non-compliant work or materials shall be replaced at Contractor’s expense.
   4. Corrections shall be made within three (3) calendar days after notification.
   5. County reserves the right to obtain services from another contractor should Contractor fail to correct the work within the three (3) days.
      1. Contractor shall be charged for the costs associated, either through a deduction from the final payment owed or through invoicing.
      2. Failure to honor this invoice or credit memo shall result in contract termination for default.
   6. Defects in products shall be replaced at Contractor’s expense.
   7. Deficiencies shall be corrected within ten (10) calendar days of receipt of notice.
   8. Contractor shall correct all apparent and latent deficiencies in work, or any work that fails to conform to the specifications regardless of project completion at the Contractor’s expense.

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