1. **CONTRACTOR RESPONSIBILITIES**

Contractor shall:

* 1. Be licensed and fully competent in all aspects of general construction in a safe manner.
	2. Employ only skilled, qualified workers.
	3. Employ a competent superintendent who shall be in 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. Superintendent shall be the primary representative for Contractor. All authorized County communications given to Superintendent, and all contract-related decisions made by Superintendent, shall be binding to Contractor. Superintendent shall be considered an employee of Contractor under its sole direction and not an employee or agent of County.
	4. Provide all-inclusive quotes to provide 100% turnkey projects that includes demolition, renovation and addition to an existing Fire Station and Ambulance Apparatus Bay on an existing pre-engineered metal building.
		1. Include all required labor, material, equipment, permitting and local and state inspections.
		2. Include costs for general housekeeping and work area clean up.
		3. Include travel time.
		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 Contractor.
		5. 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 County’s Project Manager.
	5. Obtain licenses, permits, and fees (including inspection and permit fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
	6. Conform to all relevant Federal, State and County regulations during the project. Fines levied will be borne solely by Contractor.
	7. Be responsible for inspections, penalties, fees, or fines for projects.
	8. Be responsible for damages caused as the result of completing projects.
	9. Furnish all tools and equipment; including cranes, lift trucks, boom trucks, cherry pickers, or any other tool or equipment needed to complete projects timely.
	10. Be responsible to schedule, lead, and document project progress meetings with County representatives.
	11. Attend any additional meetings scheduled by County to review topics related to the Project.
	12. Produce and maintain to-date project construction schedule.
	13. Produce and maintain to-date submittal, and Request for Information (RFI) logs.
	14. Produce a valid schedule of values prior to project commencement.
	15. Produce punch lists and address punch items in a timely manner as required by County representative.
	16. Document all changes and product information needed to file drawing revisions (red-line drawings).
	17. Obtain all closeout permits and any documentation requested by County.
	18. State the number of calendar days from the date of the purchase order in which it will guarantee completion the work. The completion date must not exceed the number of calendar days listed in Attachment 2 - Pricing Sheet.
		1. Delays due to acts of God, strikes, or other causes beyond the control, Contractor shall notify County of the delays immediately (within 24 hours) so a revised delivery schedule can be considered by County.
	19. Perform in accordance with good commercial practice.
	20. Secure and maintain the construction site always.
	21. Provide and maintain all needed barricades, silt fence, and erosion prevention boundaries.
	22. Provide all utility connections needed including new water line connection, sewage, power, gas, and any other required utilities.
	23. Demolish and remove specific sections per plans, and discard material complying with all local and federal laws.
	24. Construct two new occupancies to be separated by a one-hour firewall.
	25. Renovate metal structure to remain but receive new roof and exterior skin.
	26. Build a new building exterior facade to be a combination of new insulated panels and stone veneer.
	27. Install all new metal deck roof with standing seam.
	28. Construct all new interior partitions and finishes.
	29. Perform no work on Saturday, Sunday, or on any days between the hours of 6:00 P.M. and 7:00 A.M. except when necessary for the proper care and protection of work already performed and prior permission is secured from County.
1. **COUNTY RESPONSIBILITIES**
	1. County reserves the right to cancel the Contract and secure another contractor to complete the work should Contractor fail to complete the work within the agreed upon number of days.
		1. County will be responsible for reimbursing Contractor for work which was completed and found acceptable and in accordance with Contract specifications.
		2. County may demand payment from Contractor for additional costs over and beyond the original contract price incurred by County for securing the services of another contractor.
	2. County hereby agrees that materials supplied by Contractor may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) if they are warranted for merchantability and carry a warranty equal to new products.
		1. Should materials supplied be found to be defective or do not conform to specifications, County reserves the right to either (1) cancel the order and return materials to Contractor at Contractor's expense; or (2) require Contractor to replace the materials at Contractor's expense.
		2. Contractor’s supplier of maintenance certified equipment should be easily identifiable to County.
	3. Project Architect reserves the right to change the design of any interior furnishing details without additional cost provided there is no increase in the amount of materials, workmanship, or costs to Contractor. Any conflict or inconsistency between the drawing and specifications, or any discrepancy between any dimensions and the drawings, shall be reported, in writing, by Contractor to the Project Architect; whose decision thereon shall be conclusive.
	4. Any errors, omissions, ambiguities, and/or discrepancies which are found on the drawings or in the specifications during the work shall be interpreted by the Project Architect. Further, any discrepancies between the drawings and specifications which Contractor failed to bring to the attention of the Project Architect before submitting its offer shall be interpreted by the Project Architect.
		1. 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.
		2. 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.
2. **LIQUIDATED DAMAGES**
	1. 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 County, when the construction/minor repair or alteration/or services are sufficiently complete, in accordance with all stated terms and conditions. County may authorize the release of the followings upon receipt and acceptance.
	2. The date of substantial completion may include but is not limited to the following:
		1. Approval and Receipt of Occupancy Permits by Fire Marshal;
		2. Elevator Permits;
		3. All materials and equipment installed;
		4. Landscaping and site work complete;
		5. HVAC test and balance complete and all certificates submitted to Owner/County;
		6. All systems in-place, functional and displayed to County. All systems signed off by County;
		7. Cleaning and removal of debris from premises;
		8. Receipt of manuals and/or warranty certificates/information by County;
		9. Draft record documents submitted to County; and
		10. Training and on-site demonstrations complete.
	3. **Final Completion:** County and Contractor agree time is of the essence for the completion of this Project. 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 Contractor by County. Final Completion shall be thirty (30) calendar days after Substantial Completion.
	4. The date of final completion may include but is not limited to the following:
		1. Work is complete and in accordance with Contract and is ready for final inspection.
		2. Completion and approved Operation and Maintenance manuals have been submitted.
		3. Record Drawings reflecting “as built” conditions are complete and acceptable to the Architect-Engineer.
		4. All required Project Close-out Documentation is complete.
		5. Full Occupancy Permit from the Department for Housing, Buildings and Construction has been obtained.
		6. All additional materials required by the specifications have been delivered to the Using Agency. E.g., spare parts, ceiling tiles, floor title, etc.
	5. Failure of Contractor to be substantially completed with the Work within the agreed upon time frame; liquidated damages shall be in accordance with the following schedule:

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

* + 1. No deduction shall be made from Contract amount for Owner Direct/Contractor Assisted Purchase of Project Related Material and Equipment. If Project has multiple phased substantial completion dates, liquidated damages for each phase shall be computed based on Contract amount allotted to each phase by the schedule of values.

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