1. **CONTRACTOR RESPONSIBILITIES**

Contractor shall:

* 1. Be licensed and fully competent in all aspects of general construction in a safe manner.
     1. Employ only skilled, qualified workers.
  2. Provide all-inclusive quotes to provide 100% turnkey projects that include the construction of an 8,159 SF fire station building on a 3.45 Acres site located at 33661 CR 473, Leesburg, FL 34788.
     1. Include all required labor, material, equipment, permitting, and local and state inspections.
     2. Include costs for general housekeeping, site keeping, 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 the Contractor.
  3. Obtain all licenses, permits, and fees (including inspections, utilities, and permit fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
  4. Be responsible for inspections, penalties, fees, or fines for the project.
  5. Enforce safety regulations and maintain a clean and safe work environment.
  6. Furnish all tools and equipment, including site clearing and grading equipment, cranes, lift trucks, boom trucks, cherry pickers, or any other tool or equipment needed to complete the project timely.
  7. Provide and maintain sanitary facilities, dumpsters, trash cans, storage containers, and any other equipment needed during construction.
  8. Be responsible for scheduling, leading, and documenting project progress meetings with the architect of record and county representatives.
  9. Attend any additional meetings scheduled by the county representatives to review topics related to the Project.
  10. Create and maintain to-date project construction schedule.
  11. Document activities, prepare, and distribute construction daily reports.
  12. Produce and maintain to-date submittal, and Request for Information (RFI) logs.
  13. Produce a valid schedule of values prior to project commencement.
  14. Produce punch lists and address punch items in a timely manner as required by the county representative.
  15. Document all changes and product information needed to file drawing revisions (red-line drawings).
  16. Obtain all closeout permits, certificates of occupancy, and documentation needed as requested by the owner.

1. **SCOPE OF WORK**
   1. Secure and always maintain the construction site in a good state.
   2. Provide and maintain all needed barricades, silt fences, and erosion prevention boundaries.
   3. Coordinate off-site work with the city and county representatives
   4. Clear the site in accordance with the construction documents and maintain all government regulatory guidelines.
   5. Provide all new contractor-furnished items and materials unless authorized by the county representative.
   6. Construct a new building providing power, gas, water, connection to septic, and any other utility shown in the contract documents.
   7. Construct a new site developed per construction documents.
   8. Construct all new interior partitions and finishes.
   9. Turnover a fully clean ready-to-occupy facility.
2. **COMPLETION OF WORK FROM NOTICE TO PROCEED**

Contractor shall state the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. 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 except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of Contractor. In these cases, 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 Contractor fail to complete the work within the number of days stated, it is hereby agreed and understood that the County reserves the authority to cancel the contract and secure the services of another contractor to complete the work. Should County exercise this authority, County will reimburse Contractor for work which was completed and found acceptable to the County in accordance with Contract specifications. County may, at its option, demand payment from 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 Contractor fails to honor this invoice or credit memo, County may terminate the Contract for default.

1. **ACCIDENT PREVENTION AND BARRICADES**

Precautions must be always exercised for the protection of persons and property. Contractor must conform to all relevant Federal, State, and County regulations during such effort. Any fines levied for failure to comply with these requirements will be borne solely by Contractor. Barricades must be provided by Contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

1. **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 County Project Manager.

1. **SUPERINTENDENT SHALL BE PROVIDED BY THE CONTRACTOR**

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 Contractor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to Contractor. The superintendent shall be considered to be, at all times, an employee of Contractor under its sole direction and not an employee or agent of the County.

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

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.

1. **MATERIALS MUST BE MAINTENANCE CERTIFIED**

County hereby agrees that materials supplied by Contractor may be maintenance certified (re-manufactured, rebuilt, or re-conditioned) provided 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 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 Contractor at Contractor's expense; or (2) require Contractor to replace the materials at Contractor's expense. Contractor’s supplier of maintenance certified equipment should be easily identifiable to the County.

1. **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 there is no increase in the amount of materials, workmanship or cost to 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 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. 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.

1. **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 County;
* All systems in-place, functional and displayed to County’s authorized representative or designee. All systems signed off by the 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.
* 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 title, 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 $100,000 | $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 |

For the purpose of computing liquidated damages only, no deduction shall be made from the Contract amount for County Direct/Contractor Assisted Purchase of Project Related Material and Equipment. 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.

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