1. **SCOPE OF SERVICES**

Lake County is seeking 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, in accordance with this solicitation and Construction Documents provided for the construction renovation of Fire Station 109, located at 11630 Lakeshore Drive, Clermont, Florida. The Orlando architecture firm, KTH Architects, has completed the design for this project.

The selected Contractor shall have a demonstrated record of experience and successful performance in governmental related buildings and shall be responsible for a finalized deliverable to the County within established time constraints, as to when the County can legally occupy the building.

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 demolition, renovation, and addition to an existing Fire Station and Ambulance Apparatus Bay on an existing 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 the Contractor.
  3. 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.
  4. Be responsible for inspections, penalties, fees, or fines for projects.
  5. Be responsible for damages caused as a result of completing projects.
  6. Furnish all tools and equipment; including cranes, lift trucks, boom trucks, cherry pickers, or any other tool or equipment needed to complete projects timely.
  7. Be responsible to schedule, lead, and documenting project progress meetings with the county representatives.
  8. Attend any additional meetings scheduled by the Owner to review topics related to the Project.
  9. Produce and maintain to-date project construction schedule.
  10. Produce and maintain to-date submittal, and Request for Information (RFI) logs.
  11. Produce a valid schedule of values prior to project commencement.
  12. Produce punch lists and address punch items in a timely manner as required by the county representative.
  13. Document all changes and product information needed to file drawing revisions (red-line drawings).
  14. Obtain all closeout permits and documentation needed as requested by the owner.

1. **SCOPE OF WORK**
   1. Secure and maintain the construction site at all times.
   2. Provide and maintain all needed barricades, silt fences, and erosion prevention boundaries.
   3. Coordinate off-site and on-site work with county representatives.
   4. Provide all utility connections needed including new water line connection, sewage, power, gas, and any other required utility as indicated in the contract documents.
   5. Demolish and remove specific sections per plans, and discard materials in compliance with all local, state, and federal laws.
   6. Construct a new equipment bay, storage area, gear room, dorms, bathrooms, and other occupancies as shown in the construction drawings.
   7. Renovate Concrete Masonry Unit (CMU) structure to remain to include new annex, second story, roof, and exterior treatment.
   8. Build a new building exterior facade to be a combination of stone veneer, and stucco.
   9. Install all new metal deck roofs with standing seam.
   10. Construct all new interior partitions and finishes.
   11. Turnover a fully cleaned and ready-to-occupy facility.
2. **SUBSTANTIAL COMPLETION** 
   1. 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.
   2. The date of substantial completion may include but is not limited to the following.
   3. Approval and Receipt of Occupancy Permits by Fire Marshall;
   4. Elevator Permits;
   5. All materials and equipment installed;
   6. Landscaping and site work complete;
   7. HVAC test and balance complete and all certificates submitted to Owner/County;
   8. 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;
   9. Cleaning and removal of debris from premises;
   10. Receipt of manuals and/or warranty certificates/information by the County;
   11. Draft record documents submitted to County/or authorized representative or designee; and
   12. Training and on-site demonstrations complete.
3. **FINAL COMPLETION** 
   1. **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.
   2. The date of final completion may include but is not limited to the following:
      1. Work is complete and in accordance with the Contract Documents 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.
   3. **Liquidated Damages (Construction):** 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:
      1. 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 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.

1. **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.

1. **GRANT COOPERATION**

Contractor agrees to cooperate with the County in ensuring compliance with the Department of Financial Services Grant Agreement. Contractor shall provide to the County copies of any supporting documents requested and provide all information reasonably necessary to meet Grant Agreement reporting requirements and ensure closure of the Grant Agreement with the state.

1. **SPECIAL CONDITIONS**
   1. The State of Florida and the Department of Financial Services are not a party to the Agreement; the State of Florida and the Department of Financial Services shall not be liable to the Contractor for any expenses or liabilities incurred under the Agreement.
      1. Discriminatory Vendor List. As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
      2. Antitrust Violator Vendor List. As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
      3. Inspection of Records. As required by Section 216.1366, Florida Statutes, Contractor agrees to allow inspection by the Department of Financial Services, any financial records, papers, and documents of held by the Contractor that are directly related to the performance.
      4. Right to Audit. The County reserves the right to require the Contractor to submit to an audit by any auditor of the County’s choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this project at its place of business during regular business hours. The Contractor shall retain all records pertaining to this project and upon request make them available to the County or State for five (5) years following expiration of the Agreement.
         1. If the CONTRACTOR provides technology services, the Contractor must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the County. The SOC reports must be full Type II reports that include the Contractor’s description of control processes, and the independent auditor’s evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the Contractor.
         2. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County’s audit must be reimbursed to the County by the Contractor. Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor’s invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County’s audit findings to the Contractor.
      5. Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, Contractor shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of $50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern.
      6. Continuing duty to disclose legal proceedings and fraud. The Contractor shall disclose to the County, in writing, any criminal investigation, litigation, or proceeding that arises during the term of this Agreement involving the Contractor. The Contractor shall also disclose to the County, in writing, any civil litigation, arbitration, that arises during the term of this Agreement to which the Contractor is a party and which (1) might reasonably be expected to adversely affect the viability or financial stability of the contractor or (2) involves a claim or written allegation of fraud against the Contractor by a governmental or public entity arising out of business dealing with governmental or public entities. The Contractor must provide notice to the County within thirty (30) business days following the date that the Contractor becomes aware of any such investigation, litigation, arbitration, or other proceeding.
      7. The duty to disclose applies to officers and directors of the Contractor when any proceeding relates to the officer’s or director’s business or financial activities. The County shall make the necessary disclosures of such Proceedings to the Department of Financial Services, as required by the Grant Agreement. Contractor will make available all information necessary to demonstrate to the Department of Financial Services that performance under the Agreement and the terms of the Grant Agreement will not be affected by such Proceedings and that the Contractor has not and will not engage in conduct in performance under this Agreement that is similar in nature to the conduct alleged in the Proceedings.
      8. The Contractor shall include this provision any contracts entered with subcontractors performing work under this Agreement.

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