1. **SCOPE OF WORK**

Furnish and install white beach sand and mason sand for beach volleyball courts and white beach sand for playgrounds and sand boxes for Lake County and Lake County Wate Authority (LCWA). All orders shall be in increments of five (5) CY per order delivered and installed. Quality shall meet or exceed the existing sand at the volleyball court and children’s sand box.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. All 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. Be licensed and fully competent in all aspects of delivery and installation of white beach sand and mason sand for beach volleyball courts and playgrounds in a safe manner.
     1. Employ only skilled, qualified workers.
  2. Provide all-inclusive quotes to provide 100% turnkey projects that include common installation, grooming, grading, hand raking, and preventative maintenance.
     1. Include all required labor, material, equipment, plans, engineering, surveys, permitting and local and state inspections.
     2. Include costs for travel time, general housekeeping and work area clean up.
     3. Unusable materials and debris shall be removed from premises at the end of each workday.
     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 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 the result of completing projects.
  6. Furnish all tools and equipment (possibly cranes, lift trucks, boom trucks, cherry pickers, dump trucks, skid steers, etc.) to complete projects timely.
     1. Storage or service of equipment shall not take place on County property.
  7. Provide a three-pound (3 lbs.) sample bag upon request of white beach sand and mason sand (Hickory Point only).

1. **COUNTY RESPONSIBILITIES**
   1. Reserves the right to award to one or more vendors.
   2. Reserves the right to add or remove services in conjunction with the County needs.
2. **DELIVERY REQUIREMENTS AND ACCEPTANCE.**
   1. Hickory Point volleyball court sand is referred to mason sand and is available at Vulcan Materials, Astatula, FL. There are no substitutions of this product.
   2. Quality of sand delivered to all other locations shall meet or exceed the existing sand.
   3. A sample of product shall be provided upon request and prior to delivery.
   4. County reserves the right to refuse deliveries not made within the agreed upon timeframe.
      1. No compensation shall be made on refused deliveries for sand, equipment, or labor.

# **LABOR, MATERIALS, AND EQUIPMENT MUST BE SUPPLIED 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.

1. **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.

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