1. **SCOPE OF WORK**

A “qualified licensed contractor” (hereinafter “Contractor”) shall furnish all labor, materials, equipment, component/devices, transportation, fuel, supervision, surveying, permits, inspections, and all other incidentals necessary to complete all necessary work, all in accordance with all parts of this solicitation and Construction Documents provided in Exhibit E for the Ferndale Preserve, located at 19220 CR 455, Ferndale, FL, 34715.

1. **BASE BID ITEM #1**

Contractor to furnish and install a turn-key observation tower/fishing pier & canoe/kayak launch, including but not limited to the construction of a precast concrete boardwalk with railings, aluminum gangway and floating dock (aluminum full float dock) with canoe/kayak launch including transfer station, furnishing and installation of fire extinguishers with cabinet, installation of precast concrete piles, precast concrete deck, solar powered LED light fixtures, installation of floating turbidity barrier with weighted skirts and temporary signs.

1. **BASE BID ITEM #2**

Professional Archeologist: Contractor to provide the services of a professional archeologist who meets the "Archeology and Historic Preservation: Secretary of Interior's Standards and Guidelines” who shall be onsite during the initial ground disturbing activities. The professional archeologist shall be responsible for monitoring the staging areas and ground disturbance locations for significant archaeological deposits.

1. **CONTRACTOR RESPONSIBILITIES**
   1. Contractor’s access to the construction site will be limited through Lake Apopka. Vehicular access over land to and from the site for construction purposes is prohibited.
   2. Contractor is responsible for the installation of floating turbidity barrier as shown in Site Plan sheet #4 prior to start any construction activity. Depending on site conditions, the barrier closest to the shoreline may need to be replaced with a staked turbidity barrier. Contractor should be on notice that they are responsible for additional or changed Erosion and Sediment Control Best Management Practices that may be necessary for the project, as determined during the work.
   3. Sediment, Erosion, and Turbidity Control: Prior to the initiation of any work, the contractor shall install erosion, sediment, and turbidity control measures along the perimeter of all work areas to prevent the displacement of fill material outside the work area into waters of the United States. The erosion, sediment, and turbidity control measures shall remain in place and be properly maintained until all authorized work is completed and the work areas are stabilized. Turbidity barriers shall remain in place until the turbidity levels within the work area return to ambient levels, in compliance with the ACOE permit and state water quality standards. Contractor shall maintain and use a properly calibrated turbidimeter on site and ensure that stormwater or turbidity discharges from the work area do not exceed surface water quality standards. Contractor shall be responsible for compliance with state water quality standards and any additional NPDES permit requirements. The Contractor shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.
   4. Archeological Site Protection: Contractor to install a construction temporary fence (composite or heavy-duty plastic warning/barrier or similar) and warning signs to identify and protect the archaeological site from construction activity. Fencing must be installed north/east of the archaeological site adjacent to the area of proposed concrete boardwalk. If any archaeological artifact is found during construction of the concrete boardwalk, then the contractor must immediately stop all work in the affected area and notify the archaeologist and Lake County Parks and Water Resources.
   5. Temporary Signs: Installation of 2 temporary signs concerning manatees, as required by Exhibit G - U.S. Army Corps of Engineers Permit (Enclosure 6), shall be posted prior to and during all in-water project activities. All signs are to be removed by the contractor upon completion of the project. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½” by 11" explaining the requirements for “Idle Speed/No Wake” and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. All work must be conducted in compliance with Florida Fish and Wildlife Conservation Commission’s Standard Manatee Conditions for In-Water Work (2011).
   6. The Contractor will be responsible for planning and providing signage as required to ensure the safety and security of the site from the public, including park neighbors and visitors, children, and staff, during construction as well as after park hours. Park must remain open for public use during work.
   7. Contractor is responsible for the protection and preservation of species listed as threatened, endangered, or of special concern, including gopher tortoises, as well as wildlife, native plant materials and hardscapes during the course of construction.
   8. Burning of trees is prohibited. Contractor will be responsible for removing and disposing of existing trees in a legal and proper manner as necessary for the construction of the proposed improvements. Removal of trees must strictly adhere to any tree preservation plans prepared for the site.
   9. Contractor to remove and relocate existing fencing and park signs/kiosks as necessary for the construction of proposed park improvements.
   10. Contractor is responsible for debris/trash management and must provide a dumpster or must remove all construction debris/discarded materials/trash on a daily basis. No discarded construction material shall be dumped or remain on site unless contained within a dumpster provided by the Contractor. Dumpsters must be properly maintained to prevent overflow of debris.
   11. Roof Material (Panels) for the observation tower must be aluminum (**no substitutions**) as specified in Exhibit F - Specifications, Section 07610 Metal Roofing, Part 2.2 Materials, subsection A. Galvalume steel or any other material will not be approved.
   12. Floating Dock: Aluminum float (fully welded aluminum float frame filled with solid polyurethane foam core covering all bottom of the dock, no substitutions). High Density Polyethylene (HDPE) float and Polystyrene foam are not acceptable materials.
   13. Lake County Parks and Water Resources has obtained Site Plan approval, U.S. Army Corps of Engineers Permit and Florida Department of Environmental Protection (FDEP) permit. Parks and Water Resources will provide to the contractor the approved site plan, permits and any other document in electronic format only. If hard copies are needed, then contractor will be responsible to obtain any hard copies at his own expense.
   14. Lake County Parks and Water Resources will be providing the Building Permit (Plan Review Only) for the proposed improvements; however, the Office of Building Services has indicated Contractor will be required to complete a Building Permit Application prior to issuance of this Permit. In addition, the Contractor and any subcontractors must be added to the building permit and pay all related permit and inspection cost/fees for the required work included under this solicitation. Refer to Permit Requirements section below for additional requirements.
   15. Contractor will be required to provide a timeline/work schedule and a detailed cost breakdown (schedule of values) at the preconstruction meeting for review which shall be the base for all payment applications.
   16. Final Payment: A Certificate of Completion/Occupancy issued by the Office Building Services, (352) 343-9653, must be provided on or before submittal of the final payment application.
2. **ACCEPTANCE**

Lake County will review each installation to determine compliance prior to final acceptance of the work. Any work not installed in accordance with the plans and specifications and rejected by Lake County must be removed and replaced at the Contractor’s expense.

1. **CLEANING**

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Any spoils created from this work must become the property of the Contractor and must be disposed of in a legal and proper manner.

1. **FIELD CONDITIONS**

It is the responsibility of the Contractor to verify all site conditions before they submit their bid. Verify and coordinate all work to field locations and dimensions. Contractor is responsible for the installation of temporary construction fencing and signage to safely enclose the work area along with silt fencing for entire perimeter of site work.

1. **INSTALLATION**
   1. Installation must be in accordance with the terms and conditions in this Invitation to Bid, construction documents provided under Exhibit E and as stated in the Scope of Services.
   2. All work must meet all applicable Federal, State, and local building codes and must be performed by qualified licensed Contractors in their respective areas (electrical, mechanical, plumbing, fire, etc.). The Contractor must complete all work per Construction Documents including the associated specifications.
2. **LEAD TIME**

Any long lead item must be ordered within one (1) week of issuance of project purchase order. Proof of purchase will be required.

1. **PERMIT REQUIREMENTS**

Contractor is responsible for obtaining all necessary building permits and inspection approvals and paying all related cost/fees for the required work included under this solicitation. Contractor is also responsible for obtaining signed/sealed engineering building plans from an aluminum gangway and floating dock manufacturer at their own expense. Contractor is also responsible for obtaining directly from the engineering firm at their own expense, if needed, any necessary engineering drawings (CAD drawings, signed/sealed electronic plans or hard copies). Contractor must provide a copy of all obtained permits to Parks and Water Resources prior to the start of construction. Contractor is responsible for installing a Permit Posting Box Unit. Approved plans and permits must be available on site for the inspector. For questions regarding building permits and review processes please contact the Office of Building Services at (352) 343-9653.

1. **PRODUCT HANDLING**

The contractor is responsible for the proper packaging, shipping, handling, and storage of materials to be incorporated in the work, so as to ensure the preservation of the quality and fitness of the materials for proper installation as required by the contract documents. Products are to be delivered to the site in the manufacturer’s containers or packaging. Contractor shall provide the following: storage containers for materials as necessary; sufficent manpower and equipment necessary to off load equipment/materials at jobsite per scheduled deliveries; and dumpsters for cardboard waste and packing debris. Contractor must store materials in secure, weather-protected area and provide adequate security to protect delivered and stored products from theft, vandalism, or damage during the installation. The Contractor is responsible for the return of all damaged products to manufacturer and the replacement of damaged items.

1. **PROPERTY REPLACEMENT**

Property at the site, including turf (rubber, sod), concrete pavement, asphalt, lime rock path, and fencing requiring movement during the course of construction, or any other damage due to the work performed by contractor must be reinstalled, repaired, or replaced before final payment is made.

1. **SAFETY PRECAUTIONS**

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions in connection with the work continuously and throughout the contract term. The Contractor must erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warning signs against hazards. It is the responsibility of the Contractor to provide a safe environment for park patrons and must monitor and maintain fencing/barricades to ensure continued safety.

Contactor acknowledges that the location of the work is on natural lands and adjacent to and on a natural water body and wetland areas. Contractor is solely responsible for ensuring safety related to any additional or unique hazards due to the nature of the work.

1. **USE OF SITE**

The Contractor must confine its operations at the site to areas permitted by law, ordinances, and permits. The Contractor must not unreasonably encumber the site with materials, equipment, or trailers. The Contractor shall not cause the entrance to be blocked or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the work and/or properties and storage areas. The Contractor will be given twenty-four (24) hours notice by the County to remove or relocate any materials, equipment, and trailers improperly placed on the site; if Contractor fails to remove or relocate the items within the twenty-four (24) hours provided, the County will remove the items at the Contractor's expense.

1. **UTILITIES**

Contractor is responsible for making appropriate contact to ensure utility locations have been marked prior to excavation and trenching. Call 811 before you dig (www.Sunshine811.com). The Contractor must protect all utilities (including irrigation) encountered while performing its work. The Contractor must exercise due care when excavating around utilities and must restore any damaged utilities, at its own expense, to the same condition or better as existed prior to start of work.

1. **VENDOR SUBMITTAL**

Submit product data/specifications and shop drawings electronically to Parks and Water Resources for review and approval of all items of work. All submittals to be approved by the engineer/architect and/or Parks and Water Resources prior to Contractor delivering materials to job site and installation.

1. **AS-BUILT PLANS**

One (1) complete set of As-Built Plans (signed/sealed by a licensed professional) in hard copy and electronic format along with operation and maintenance manuals (if applicable) shall be supplied to the County upon completion of the work and before submitting final payment application. Refer to Exhibit E - Construction Documents, Structural Notes sheet S002, 316213 Precast Concrete Piles note #5 for additional As-Built Plans requirements.

1. **WARRANTY AND GUARANTEES**
   1. Contractor must furnish the Parks and Water Resources with a signed minimum one (1) year warranty and maintenance program covering all systems for a minimum one (1) year from the date of final acceptance of the project by Lake County. The Contractor is responsible for securing warranties and guarantees for any materials, equipment, or fixtures to be incorporated into the project and must transfer all warranties to the County upon completion.
   2. Contractor must provide written Roof Manufacturer Warranties/Guarantee/Certification in accordance with Exhibit F - Specifications, Section 07610 Metal Roofing, Part 1.04 Warranty and Certification including but not limited subsections A, B, C and D. Note that the following warranties and a guarantee are required.
      1. Manufacturer’s standard 25-Year No Dollar Limit Warranty weather-tightness warranty.
      2. Manufacturer's written full 25-year non-prorated warranty, covering cracking, peeling and color fade of metal roofing, flashing and trim, all of which shall be products of the roofing manufacturer.
      3. A 10-year workmanship guarantee, on the roofing installation and components.
2. **WORKMANSHIP**
   1. All furnishings described in this solicitation must be installed by qualified tradesman. All installation work and materials to be per manufacturer’s specifications, or as directed by the County’s Representative.
   2. All work and materials are subject to the approval of the County.
   3. All products must be inspected by the County for damage and chipped or marred finish. Contractor must replace any damaged or rejected products at no additional cost to the County. The County’s Representative may at his option authorize acceptance of chipped or scratched painted surfaces repaired by Contractor at their own risk.
3. **“EQUAL” PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SPECIFIED DATA**
   1. Vendors must submit any equivalent request two (2) weeks prior to bid opening. Failure to submit timely will make equivalent submittal non-responsive.
   2. The manufacturer's name, brand name, and/or model number information contained in this solicitation are being used for the sole purpose of establishing the minimum requirement of level of quality, standard of performance, and design and is in no way intended to prohibit the offer of another manufacturer's items of equal material unless otherwise indicated elsewhere in this solicitation.
   3. This specific solicitation requires submission of the following documentation to enable County evaluation of “equal” products:

\_\_\_\_\_\_: Product Information Sheets

\_\_\_\_\_\_: Product Samples with Initial Offer

\_\_\_\_\_\_: Product Samples Upon Specific Request

\_\_\_\_\_\_: Product Labels

\_\_\_\_\_\_: Performance Test Results

* 1. . If an “equal” product may be considered by the County in accordance with this solicitation, the unit shall be equal in quality and standards of performance to the item specified in the solicitation. Where an “or equal” item is offered, and product information sheets are required, the initial offer must be accompanied with two (2) complete sets of product information sheets (such as factory specifications, standard manufacturer information sheets, catalogues, and brochures), and if required, two (2) copies of performance test results of the unit offered as an equal. Also, for product information submittals, all supporting documentation submitted by the vendor must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the vendor shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance will result in the rejection of the offer for not meeting the solicitation specifications.
  2. If samples of all “or equal” items bid are required for evaluation, such items are to be provided at no cost to the County, and should be submitted with the initial offer, or at the time of specific request. Failure to meet this requirement may result in your offer being rejected.
  3. For “equal” products to be evaluated based on submission of product labels, the initial offer should be accompanied with labels indicating the specification and ingredients for each “or equal” item offered. Failure to meet this requirement may result in your offer being rejected.
  4. The County shall be sole judge of equality, based on the best interests of the County, and its decision in this regard shall be final. Items labeled "No Substitute" on the County’s Bid/Proposal Submission Form are the only products that will be accepted under this solicitation.

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