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 listed, all in accordance with all parts of this solicitation and bid documents provided for the P.E.A.R.Park located at 26701 US Hwy 27, Leesburg, FL 34748 (Alt. Key #1775094; PID # 24-20-24-0002-000-00200).

* 1. **BASE BID:**

Contractor is to provide complete, turn-key construction of a parking area described as “Phase 1” in the *P.E.A.R. Park Improvements Construction Plans*, prepared by OM Engineering Services, Inc., for Lake County. The scope of the work is specifically limited to Phase 1.

Construction of the Phase 1 improvements includes but is not limited to: permitting, site preparation; clearing and grubbing; demolition, including removal of the existing asphalt drive and concrete pipe culverts with mitered end sections (MES); grading; construction of stormwater system, including installation of concrete storm drain piping and MES, swales, ditches, and retention ponds; construction of parking lot using PaveDrain system for parking spaces and road, including embedded ring infiltrometer kit; concrete ribbon curbs; construction of asphalt road, construction of concrete sidewalks; installation of electrical conduits with pull strings/boxes for future lighting system; signing and pavement markings (thermoplastic); handicap parking space signs; and NPDES permit compliance, preparation of SWPPP, site inspection and documentation, and installation and maintenance of appropriate BMPs, including silt fence, inlet protection, etc.

1. **CONTRACTOR RESPONSIBILITIES:**
   1. Contractor will be responsible for planning and providing perimeter site fencing and signage 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.
   2. Contractor is responsible for locating/identifying all utilities before starting construction; refer to *Utilities* section below for additional requirements. Contractor must take every precaution to avoid damage to any underground utilities. Contractor will be responsible for any damage caused to the existing utilities. In the event that Contractor or any of its subcontractors damage an existing utility, the Contractor will be responsible for the repair and must repair the same at its own cost.
   3. No burning of trees allowed. 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.
   4. Contractor shall be responsible for providing all necessary clean fill material, grading, and compaction to level site area before construction of proposed improvements.
   5. Contractor must provide compaction test results demonstrating that subgrade has been compacted to 98% AASHTO T-180 prior to pouring concrete and construction of asphalt road.
   6. Contractor must obtain Lake County Parks staff inspection approval prior to pouring concrete. Contractors shall submit the *Concrete Pad & Sidewalk Pre-Pour Concrete Inspection/Approval Form,* included in as part of the bid documents, to the Office of Parks and Trails for approval a minimum two (2) days before pouring concrete. **This inspection is in addition to inspection by the Building Inspector**.
   7. Contractor to remove and relocate existing fencing and park signs/kiosks as necessary for the construction of proposed park improvements.
   8. Contractor is responsible for debris/trash management and must provide a dumpster or remove all construction debris/discarded materials/trash daily. No discarded construction material shall be dumped or remain on site unless contained within a dumpster provided by the Contractor. Dumpsters shall be maintained to prevent overflow of debris.
   9. Contractor is responsible for re-grading and re-sodding all areas impacted by construction of the new facilities. Contractor shall provide all sod required. No grass seeding allowed.
   10. Lake County Parks and Water Resources has obtained Site Plan approval from the City of Leesburg. Parks and Water Resources will provide Contractor the approved site plan and any other document in electronic format only. If hard copies are needed, Contractor will be responsible for obtaining any hard copies directly from the engineering firm at Contractor’s own expense.
   11. Contractor shall read and be familiar with the Environmental Resource Permit (ERP) issued by the St Johns River Water Management District (SJRWMD) for the Project (Permit No. 120348-6), included as part of the solicitation package. Contractor must comply with all applicable ERP requirements.
   12. Building permits are required for the proposed improvements. Refer to *Permit Requirements* section below for additional requirements.
   13. 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.
   14. Final Payment: A Certificate of Completion/Occupancy issued by the City of Leesburg Building Department, (352) 728-9735, must be provided on or before submittal of the final payment application.
2. **ACCEPTANCE**

Lake County will review each installation to determine compliance prior tofinal 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, and as stated in the Scope of Work.
   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 costs/fees for the work included under this solicitation. Contractor is 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 copies of all permits obtained by Contractor 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 City of Leesburg Building Department at (352) 728-9735.

1. **PRODUCT HANDLING**

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 container or packaging. Contractor shall provide the following: storage containers for materials as necessary; sufficient 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. 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 removed or relocated during the course of construction and any damage due to the work performed by Contractor, must be reinstalled, repaired or replaced before final payment is made.

1. **SAFETY PRECAUTIONS**

Contractor shall be responsible for initiating, maintaining, and supervising all safety related precautions in connection with the work throughout the contract term. 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 Contractor’s employees, subcontractors, and all other users of the park, including patrons and County staff, and must monitor and maintain fencing/barricades to ensure continued safety.

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 site 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, or storage areas. The Contractor will be given 24-hour notice by the County to remove or relocate any materials, equipment, or trailers improperly placed on the site. If Contractor fails to remove or relocate the items within the 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 for all items of work. All submittals are 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.

1. **WARRANTY AND GUARANTEES**

Contractor must furnish Parks and Water Resources with a signed, minimum one (1) year warranty and maintenance program covering all systems 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.

1. **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 Owner’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 owner. The owner’s representative may at his option authorize acceptance of chipped or scratched painted surfaces repaired by Contractor at their own risk.
2. **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. 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 equivalence, 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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