

STANDARD SPECIFICATIONS

1. GENERAL

Perform all work in accordance with all applicable codes, Americans' with Disabilities Act (ADA), local ordinances, and requirements of Lake County.

The Contractor shall provide all required labor, material, permits, engineering, local and state inspections to provide a 100% completed project.

2. PURPOSE

The purpose of this solicitation is to select a Contractor to install shelving at the Lake County Courthouse 550 W. Main St., Tavares, FL 32778.

3. DESCRIPTION OF WORK

1. Install Closetmaid Max Load Shelving in secure corridor per manufacturer's specifications.
2. Adjustable shelving will be installed with 5 rows spaced approximately 16" apart for the length of the entire corridor.

4. METHOD OF PAYMENT

The Contractor shall submit their invoice to the **Facilities and Fleet Management Department, 32400 C.R. 473 Leesburg, FL 34788**, after all work has been completed. Invoices shall be hand delivered or mailed. Faxes &/or emails will not be accepted for invoicing. In addition to the general invoice requirements set forth below, the invoice shall reference the specific work element for which billing has been initiated and, if required, include a copy of the acceptance document that was signed by an authorized representative of the County at the time the specific work element was accepted. Submittal of the invoice shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the work being completed or delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service. The Contractor shall also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices and certification form in the prescribed manner will delay payment, and the Contractor may be considered in default of contract. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

5. BUSINESS HOURS OF OPERATION

All work is to be performed during regular County working hours. Regular working hours are Monday through Friday, 8:00 AM to 5:00 PM. No work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been granted by the County's Project Manager. Specific project may require night and weekend work. At no time shall the Contractor's work interfere with the day-to-day operation of the County's facilities. County holidays include: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

6. REPAIR

The Contractor shall repair any areas of the site damaged as a result of the work. This includes, but is not limited to, sod, trees, plants, sidewalks, curbing, parking lot, irrigation, etc. All repairs are to be made using like materials.

7. CLEAN UP/SURPLUS MATERIAL REMOVAL:

The Contractor shall be responsible for the removal of all surplus material and debris within their work zone at the end of each workday, and disposed of in an appropriate manner. All costs associated with clean-up and debris removal shall be included in the Contractor's bid. The Contractor must have ample cleaning supplies and a working vacuum cleaner on-site for clean-up. At no time shall the Contractor use County cleaning supplies or equipment. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager. If such deficiencies are not corrected as part of this process, the County shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the Contractor.

8. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

9. LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

10. QUANTITIES

No guarantee is expressed or implied as to quantities or dollar amounts that will be used for this project. In no event shall Lake County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

11. EMPLOYEES

The Contractor shall provide competent, suitable, and qualified personnel to perform the work as required by the specifications, shall be fully responsible for the performance of his organization and completion of all work under this Contract, and shall, at all times, maintain good discipline and order at the work site.

12. DRESS CODE

The Contractor shall maintain a dress code for their employee's with a minimum of shirts, pants and work shoes/boots, in decent condition, at all times while the work is being performed.

13. SUPERVISION

Contractor shall supply a superintendent which has the ability to speak and understand English, and at least one responsible person who speaks and understands English shall be on the project during all working hours. He shall also designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for

conversing with management personnel. This person shall be the Contractor's Superintendent unless otherwise designated in writing by the Contractor to the County's Project Manager. All communications to the Superintendent shall be as binding as if given to the Contractor.

14. LIQUIDATED DAMAGES

The County and the Contractor recognize that, since time is of the essence for this agreement, the County will suffer financial loss if work is not completed within the specified time frame. The County will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is deemed complete to the satisfaction of the County. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the work in a timely manner. The Liquidated Damages are as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$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

Any Contractor that is in default for not completing the work within the time specified, at the option of the County, may not be permitted to perform work for the County until the project is complete and the liquidated damages sum is satisfied.

15. SANITATION

For projects that do not involve interior work, the Contractor shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the County's Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state and local laws.

16. WARRANTY

The Contractor shall provide a **one (1) year warranty** on all material and labor. The Contractor shall be responsible for registering all required materials with the manufacturer and shall provide documentation verifying that registration has been completed. Defects shall be made good within 10 days of notification to the Contractor.