

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		



Osceola County
Board of County Commissioners

**Bid Specifications
and Standard Agreement for:
Kempfer Road Drainage Project
– Locally Funded**

Bid No: ITB-24-14568-RJ

Bid Issued by:

Osceola County Procurement Services Office

1 Courthouse Square, Suite 2300

Kissimmee, Florida 34741

Phone: 407-742-0900

Fax 407-742-0901

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

NOTICE TO BIDDERS

Bid No. ITB-24-14568-RJ

Pursuant to the Osceola County Procurement Code and all applicable Florida Statutes Osceola County is accepting sealed formal bids for the project known as **Kempfer Road Drainage Project – Locally Funded**. Bids will be accepted by the Osceola County Procurement Services Office located at 1 Courthouse Square, Suite 2300 in Kissimmee, Florida 34741 until **2:00 PM Local Time on Tuesday, May 28, 2024**, At which time and date all bids received by the appropriate date and time will be publicly opened and read aloud in the Procurement Services Office conference room. Any bids received after said date and time shall not be considered.

THERE WILL BE NO PRE-BID CONFERENCE FOR THIS PROJECT.

Questions regarding this bid must be received through written email or faxed inquiries directed to the designated Procurement Services Representative. Questions of sufficient general interest will be formatted by the Procurement Services Office and issued to all interested parties in the form of an addendum. **The deadline for questions is Wednesday, May 15, 2024, at 12:00PM. local Time.**

Associated documents and plans for this project are located on the County’s Procurement Services SharePoint Online site. The County’s Procurement Services SharePoint Online site can be accessed through the either of the links below:

[ITB-24-14568-RJ Kempfer Road Drainage Project](#)

<https://osceolacounty.sharepoint.com/:f/s/ProcurementServicesTeam/EtCfVbFXxR5Gi4Zk-3z7tNkB5jsZRdJy0LqcvsQ4L04G8Q?e=ACNL46>

IN ORDER TO BE CONSIDERED A PLANHOLDER FOR THIS PROJECT AND TO ENSURE RECEIPT OF ANY ADDENDA, FIRMS SHALL ACCESS THE COUNTY’S VENDOR BID NOTIFICATION SYSTEM AND REGISTER FOR THIS PROJECT. TO ACCESS THIS SITE: [HTTPS://VENDORLINK.OSCEOLA.ORG](https://vendorlink.osceola.org)

Project Title: Kempfer Road Drainage Project – Locally Funded

Intent: The intent of this solicitation is to select a successful Bidder (Contractor) to provide for the Kempfer Road Drainage project. The project consists of replacing existing culverts with box culverts where Jane Green Creek passes under Kempfer Road.

1. **Scope of Work:** This project will consist of removing existing culverts and replacing with box culverts, headwalls, stabilization, and other miscellaneous work. This is not intended to be a complete list. Please refer to the Plans that have been uploaded to the Procurement Services SharePoint Online site, which may be accessed through the link reflected on page two (2) of this ITB Document.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Note: A Right of Way permit **will not be required** for this project. Permits from the Florida Department of Environmental Protection and the St. Johns River Water Management District. Coordination with the agencies will be required per the permit criteria. If a dewatering permit is required, that will be the responsibility of the contractor.

2. **Permit Requirements: ST404-403469-001-SFI** It is the Prime Contractor’s responsibility to review the permits and abide by all the permit conditions. The County has purchased the required 0.110 Palustrine federal credits from TM Econ Mitigation Bank per Specific Condition #1. Please refer to Specific Conditions #2 through #14 and general conditions #1 and #1. 169376-2 It is the Prime Contractor’s responsibility to review the permits and abide by all the permit conditions. Please pay special attention to Exhibit A. Specifically of note is Condition 23 regarding restoration of temporary impacts per the planting plan.
3. **Governing Standards and Specifications:** Florida Department of Transportation (FDOT), Standard Plans dated 2021-2022, and Standard Specifications for Road and Bridge Construction Dated January 2022, as amended by Contract Documents. Applicable Design Standards Modifications: For Standard Plans Modifications click on “Design Standards” at <http://www.fdot.gov/design/standardplans/>
4. The Contractor is responsible to go to the site and view the conditions for themselves.

A BID BOND IS NOT REQUIRED FOR THIS PROJECT. Where applicable, each bid must be accompanied by a bid security equaling 5% of the total bid. The bid security may be submitted in the form of a standard form bid bond from a surety licensed to do business in Florida and with a Best’s or equivalent rating of A+ or more, or by a certified check, or a cashier’s check. Failure to submit the bid security will result in the disqualification of your bid. Failure to submit bid security in the form of a bid bond may be used by the County as an indicator of financial non-responsibility. The terms of the bid security shall be that either the bidder will enter into the contract if awarded to the bidder, or the surety (or alternate form of security forfeit) will be responsible for the costs resulting from the failure of the bidder to enter into the contract including the increased costs associated with taking the next lowest responsive, responsible bidder and costs associated with conducting the bid and letting the contract.

Correction or Withdrawal of Bids. Pursuant to Chapter 3, Section 3.4-2 (D) of the Osceola County Administrative Code, after bid opening, no changes in Bid prices or other Bid provisions shall be permitted. In the event of mathematical mistakes in extended pricing, the unit price shall prevail. Mistakes discovered before opening may be modified or withdrawn via written notice from the bidder if received in the Procurement Services Office prior to the time set for Bid opening, as deemed appropriate by the Procurement Services Director.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Table of Contents

SECTION	TITLE
	Notice to Bidders
1	Instructions to Bidders
2	Award
3	Bid Form (Proposal)
4	Bid Bond
5	Affidavit & Certificates
6	Standard Construction Agreement
7	Performance & Payment Bond
8	Technical Specifications
9	Construction Plans

ATTACHMENT	TITLE
A	Statement of “No Bid”
B	Insurance Requirements
C	Public Entity Crimes Statement
D	Conflict of Interest
E	Drug-Free Workplace Certification
F	Experience of Bidder
G	Proposed Schedule of Subcontractor Participation
H	Vendor Demographics Survey
I	Articles of Incorporation/Corporate Documents
J	Substitute W-9 Vendor Update Form
K	Certification Regarding Debarment. Suspension
L	Solicitation Response Identification Label
M	FDOT Prequalification Requirements

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 1

Instructions to Bidders

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Article A. INSTRUCTIONS TO BIDDERS.

1. Each bidder shall furnish three (3) copies of the information required in the Invitation for Bid, including but not limited to: the bid cover page, the bid schedule, the bid form (proposal), any section on which annotations are required or exceptions taken, any page marked “This page must be submitted with bid” and any other supporting documentation. The submittal will also include a CD-ROM or memory stick containing the entire proposal formatted to be read with Microsoft® software products or Adobe® PDF software.

2. All bids must be submitted in a sealed, opaque envelope, plainly marked on the outside with the Invitation for Bid number, the date and time of the bid opening, and the name of and address of the bidder.

3. **Preparation, Receipt and Opening of Bids:**
 - a. **Preparation:** The Bid shall be made out upon the blank form included in this Invitation for Bids. All blank spaces in the Bid Form (Proposal) must be filled in legibly and correctly. Handwritten in ink or typed submittals are acceptable. If the Bid is made by an individual, he must sign his name thereon include the name of every other person involved in the Bid as principal. If the Bid is made by a firm or partnership, its name must be stated. Bidders must also disclose in their bids the name and phone number of each member of the firm or partnership which can be deemed a principal of the firm. If the Bid is made by a corporation, the Bid must be signed by a duly authorized officer or agent, subscribing the name of the corporation with his own name, and affixing the corporate seal. Such office or agent must also state the name of the State under which the corporation is chartered, the names of the President, Secretary and Treasurer, as well as the registry with the Secretary of State of the State of Florida of such corporation for doing business in the State of Florida. A corporate affidavit as provided in this Invitation for Bids must also be executed and submitted with the bid.
 - b. **Receipt:** Bidders are solely responsible for the timely and proper delivery of their bids. Bids will be accepted by a member of the Procurement Services Office and a receipt will be provided if requested. Bids will be recorded, time and date stamped and placed in a secure area of the Procurement Services Office.
 - c. **Opening:** The Osceola County Procurement Services Office shall publicly open and record all bids received in a timely and proper manner. Bids will be publicly opened immediately at the designated time and date or as close to the designated time as practical. Bids will be read aloud in the Procurement Services Office Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee Florida. Bid Openings are a public event that may be witnessed by one or more members of the requesting department(s), a procurement staff member, and any other interested public.

4. **It is the bidder’s responsibility to assure that bids are received in the Osceola County Procurement Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, not later than 2:00 pm, on**

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Tuesday, May 28, 2024. Any bids received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered. No offers will be accepted or received in any other Osceola County office.

5. Reserved
6. Bidder’s attention is specifically called to the terms and conditions of this solicitation. As witnessed by your signature on the cover page and the proposal page(s), bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.
7. **Unit Price Accuracy:** Please check your unit prices before submitting your bid, as no change in prices will be allowed after the bid opening. All unit prices and notations must be in ink or typewritten. In cases of extended price irregularities, unit pricing will prevail. The Bidder shall specify the price per unit of measure and the extended total, or the lump sum bid price if such is required by the bid documents, for each scheduled item of Work, as well as the Total Bid Amount for the entire Work to be completed under Agreement(s).
8. **Reasonable Unit Prices:** A reasonable unit price must be submitted for each work element. In the event that any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.
9. **Bid Amount/Prices:** Bid Amount and Prices shall be firm, net delivered and installed at construction or project site.
10. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore, your best price should be submitted in response to this Invitation for Bids.
11. **Proper Signatures:** Failure to sign and witness your signature may result in the disqualification of your bid. Please be sure your bid is signed, sealed, and properly witnessed.
12. All items bid must be in total compliance with specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
13. **Notice of Intent:** The Procurement Services Office shall post a Notice of Intent to Award at the Procurement Services Office for a period of at least three (3) business days after the Notice is issued.
14. **Protests and Appeals:** Any prospective bidder or respondent, or any bidder or respondent who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest in accordance with the terms and conditions of Section 3.5 of the Osceola County Administrative Code.
15. **Settlement of Contract Dispute:** The Procurement Services Director, with the concurrence of the County Manager and review by the County Attorney, is authorized to Settle Protests and Contract Claims. In accordance with the Osceola County Administrative Code, the Procurement Services

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Director shall make a recommendation to the Board of County Commissioners addressing all valid protests filed in a timely manner by any aggrieved party. The Procurement Services Director’s decision may be appealed to the Board. Award protests shall be filed pursuant to the applicable sections of the Osceola County Administrative Code.

16. **Claims:** The Procurement Services Director, with the concurrence of the County Manager and review by the County Attorney, is authorized to settle any claims arising out of the performance of a County Contract, provided the settlement amount does not cause the total Contract amount, including the settlement amount, to exceed the authority of the County Manager. Any settlement exceeding the authority of the County Manager must be approved by the Board of County Commissioners.

17. **Interpretations During the Bid Period/Addenda:** Questions relative to interpretation of specifications, any aspect of the solicitation process, or any part of this Invitation for Bids shall be addressed, in writing, to the Osceola County Procurement Services Office Director or designated Procurement Analyst at 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, by **12:00 P.M. on Wednesday, May 15, 2024**. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Services Office Manager or his designee subsequent to the question period deadline. Any and all such interpretations and any supplementary instructions will be communicated by written Addenda, released through VendorLink, the County’s bid notification system, to all prospective bidders no later than three (3) regular business days prior to the date established for the opening of bids. Bidders submitting questions will be responsible for their timeliness. The County will not be responsible for any other explanations or interpretations of the proposal documents not reduced to written form as set forth herein. Oral answers by any member of the Procurement Services Office, or any other County department will not be authoritative, and the County will not entertain any protests based on verbal instruction.

18. **Addenda:** Failure of any Bidder to acknowledge receipt of any Addendum properly issued during the bid process, may result in disqualification of his bid. All addenda so issued shall become part of this Invitation for Bids. It is the responsibility of the bidder to contact the Procurement Services Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, address the requirements therein and to ultimately return executed addenda with their bid. The County will not consider requests to re-open a bid as a result of the failure of the bidder to secure addenda.

19. Bidders are requested to refrain from contacting the requesting/evaluating departments or divisions after the bid opening. **Questions after the bid opening will be addressed by the Procurement Services Office.**

20. Bidders are hereby forewarned that failure to comply with any portion of the Invitation for Bids may result in disqualification of your bid.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

21. **Lobbying:** Lobbying Black-Out Period; Questions Regarding Bids:

- a. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
- b. A lobbying black-out period commences upon the issuance of this solicitation document.
- c. The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
- d. The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
- e. Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, and/or any requesting or evaluating Department/Office personnel during said black-out period concerning an active solicitation. All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
- f. Any questions relating to the interpretation of specifications, or any aspect of the solicitation process shall be addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.
- g. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end periods established in items (c) and (d) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Article B. GENERAL PROVISIONS.

1. **Fund Availability:** Any Agreement(s) resulting from this solicitation is deemed effective only to the extent of appropriations available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest. In the event the lowest

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

responsive and responsible bid exceeds funds available for the project the County reserves the right to reject all bids.

2. **Local Business Tax Receipt (formerly Occupational License):** If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Local Business Tax Receipt, accompanied by a copy of the Local Business Tax Receipt of home state/county/city.

3. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

The prices in this bid have been arrived at independently, without consultation, communication, collusion, or Agreement(s) for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.

- a. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor; and
- b. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. **Conflict of Interest:** All bidders must disclose the name of any Osceola County; Officer, Board Member, Director, Manager, Employee, Industry or Community Representative who is serving on the Evaluation Committee, which has a material or financial interest in the project or who has a spouse or child employment relationship with one or more of the respondents. Failure to disclose in this manner will result in disqualification of your bid, or cancellation of work. The County will seek damages for recoupment of County losses in having to re-bid or re-award.

5. **Bid as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Vendors shall not submit pages marked "proprietary" or otherwise restricted.

6. **Force Majeure:** Neither party to these Agreement(s) shall be liable to the other for any cost or damages if the failure to perform the Agreement(s) arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party. The

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.

7. **Insurance:** The contractor shall, during the entire period of performance of any Agreement(s) resulting from this solicitation, procure and maintain at least the minimum kinds of insurance as stipulated in Article 13 of the Agreement(s). These include but are not limited to Workman’s Compensation Insurance and Public Liability Insurance. Proof of such insurance must be provided to the County prior to beginning Agreement(s) performance.
8. **Public Entities Crimes:** The County shall not accept any bid from or award any contract to or transact any business in excess of the sum set forth in Florida Statute Section 287.133 or with any person or affiliate on the convicted vendor list of the Department of Management Services.
9. **Debarment:** The County reserves the right pursuant to Section 3.7 of the Procurement Code, to debar any vendor or contractor who is found to have, after investigation and presentation by the Procurement Services Office Manager, met the grounds for debarment set forth in Section 3.7-2. The period of debarment shall not exceed 36 months and its length shall be in accordance with the severity of the cause of debarment,
10. **Reserved**
11. **Liability:** The contractor shall act as an independent party and not as an employee of Osceola County.
12. **The Agreement(s):** This project shall be governed by this Invitation for Bid document and the executed Agreement(s) for this Bid. Award of the Agreement(s) for the work shall be made by the Board of County Commissioners. The individual, firm or corporation to which the Agreement(s) are awarded shall sign the necessary documents and enter into Agreement(s) for construction with the County. The successful bidder shall execute and return to the County within ten (10) days after receipt all contractual documents, performance and payment bonds, insurance verifications and any other documents required by this bid. No Agreement(s) shall be considered binding upon the County until it has been properly executed by all required parties. In conjunction with the construction Agreement(s), a purchase order will be issued by the County to the contractor prior to start of the project and prior to the Notice to Proceed confirming price and conditions.
13. **Failure to Execute the Agreement(s):** Failure on the part of the successful bidder to execute the Agreement(s) as required will be just cause for the rescindment of the award. In the event that the County fails to contract with the lowest most responsive and responsible bidder, the Bidder shall forfeit his bid guarantee to the County in the manner previously described herein. The award may then be made to the next lowest most responsive and responsible bidder, or the County may opt to re-advertise the work if found to be in its overall best interest.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

14. **Equal Opportunity:** Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The County requests minority and women owned business enterprises to submit evidence of such certification with submittals.
15. The Owner shall pay for permits, governmental fees, and licenses necessary to the proper execution and completion of the Work and which may be legally required to complete this project, except as otherwise required by the General Provisions of the bid documents.
16. The Owner shall provide the necessary rights of way and/or easements, which are required for the construction of this project.
17. **Plans and Other Contract Documents:** The plans and other Contract Documents give the location and description of the Work to be completed under this Agreement(s), the estimated quantities of each item of Work for which Bids are invited, the time in which the Work must be complete, the amount of the Bid Guarantee, and the date, time and place of the receipt and opening of Bids.
18. **Examination of Contract Documents and Site:** The Bidder is required to carefully examine the site of the Work and the plans and other Contract Documents for the Work contemplated. It will be assumed that the Bidder has investigated and is fully informed as to the requirements of the plans and other Contract Documents, thus relieving the County of any costs incurred by the Bidder as a result of a misunderstanding or miscalculation of the Work.
19. **Disqualification of Bidders:** If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Procurement Services Office Manager. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. The final determination shall be made part of the solicitation contract file.
20. **Informalities or Irregularities:** The County reserves the right to waive any informalities or irregularities of bids.
21. **Responsible Vendor Determination:** Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the County may not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the responding party is a responsible vendor.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Article C. SPECIAL PROVISIONS.

1. **Basic Contractor Qualifications:** Bids will be considered from contractors who are properly licensed and experienced to perform the type of work required. Contractors must prove that they have adequate personnel and equipment and who are situated in a manner to allow prompt and proper service performance. Bids will be considered only from firms which are regularly engaged in the construction business as described in this bid package. Firms shall have a record of service for a reasonable period of time, sufficient financial support, equipment, and organization to ensure satisfactory execution of the work if awarded an Agreement(s) under the terms and conditions stated in this solicitation. The terms “equipment” and “organization” shall be construed to mean a fully equipped and well established company using the best business practices accepted by the industry and determined by the County.
2. **New Equipment & Materials:** Equipment and materials offered as part of the construction must be new and unused.
3. **Bidder’s Specifications:** Each bidder shall make accurate statements in his bid, particularly as to dimensions of the Work to be completed. The successful bidder will be responsible for the preparation of all shop drawings and field specifications.
4. **Not Bidding:** If not bidding on any or all items, please state so.
5. **Period of Bid Validity:** Prices quoted in the bid must remain open for a period of one hundred eighty (180) days from the date of bid opening.
6. **Payment and Performance Bonds:** The successful bidder shall furnish a performance bond and payment bond, equaling one hundred percent (100%) of the total amount awarded under this project, as security for the good faith performance of this project and for the payment of all persons performing labor and supplying materials on the project and furnishing materials in connection with the project. The bonds shall be written by a surety licensed to do business in the State of Florida and shall be in a form satisfactory to the County. Receipt of said Performance and Payment Bond shall occur no later than ten (10) days after award of this project. No commencement of work shall be authorized by the County without receipt of the Performance and Payment Bond.
7. **Existing Utilities:** The Contractor shall be required to complete and submit an executed Existing Utility Investigation Certification of Completion form for each project.
8. **Notice to Proceed:** The Notice to Proceed shall be issued to commence all work depicted in the Construction Plans. The Contractor is to use due care when excavating due to unknown utilities. The Contractor shall take photographs and video of the work area to document the existing conditions prior to any work and shall take photographs and video of all completed and restored work prior to final completion. Pre-construction photographs and video are to be submitted to the County prior to construction.
9. **Quantities of Work:** The Quantities of Work to be completed under the resulting Agreement(s) are not to be considered as fixed for each item. Such quantities are to be used for comparison of the

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

bids received and for payment. Changes in such quantities shall only be caused by way of change order as stipulated in the Agreement(s). The Bidder shall not plead misunderstanding or deception because such listed quantities do not correspond with measured areas. Payment to the Contractor will be made only on the basis of the total quantity of Work actually performed in accordance with the plans and other Contract Documents. It is understood the quantities may be increased or decreased in accordance with the Specifications.

10. **Reserved**

11. **Sovereign Immunity:** The County expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

12. **Reserved**

13. **Public Records Compliance:**

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

**Custodian of Public Records
c/o Public Records Coordinator
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741
(407) 742-2395
PublicRecords@osceola.org**

b. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records, and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- 1) Keep and maintain public records required by the COUNTY to perform the service.
- 2) Upon request from the COUNTY’S custodian of public records, provide the COUNTY with

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

- a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - 4) Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY’S custodian of public records, in a format that is compatible with the information technology systems of the county.
 - 5) If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

[The Remainder of this Page Intentionally Left Blank]

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 2

Award

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Article A. AWARD OR REJECTION OF BID.

1. **Award of Agreement(s)/Purchase Order:** It is the intent of Osceola County to award an Agreement(s) or purchase order to the single bidder who is the lowest, most responsible, and responsive bidder, and whose bid complies with the requirements of the Invitation for Bids. In no case will the award be made until all necessary investigations have been made to determine the qualifications of the low bidder. In determination of the low bid, the County may consider alternates and unit prices, if included. This Bid shall be governed by the Invitation for Bid and the executed Agreement(s). Bid Award of the Agreement(s) for the Work shall be made by the Board of County Commissioners.
2. **Agreement(s) Execution/Conformance:** The individual, firm, or corporation to which the Construction Agreement(s) is awarded, under this Bid, shall execute within five (5) days after award and receipt of executable documents required by the County. Within the five days, the successful Bidder shall execute and return to the County the Standard Construction Agreement(s), Performance and Payment Bond, Certificate of Insurance and any other documents required by this Invitation for Bids. No Agreement(s) shall be considered binding upon the County until it has been properly executed and witnessed by all required parties. In conjunction with the Standard Construction Agreement(s), a purchase order will be issued by the County to the contractor prior to start of the project and prior to the Notice to Proceed. This purchase order shall confirm total contract amount, contract terms and conditions.
3. **Contract Delivery Time:** Delivery Time as set forth in the Invitation for Bids shall be a determining factor in the Bid Award. Failure of the Bidder to agree to perform within the required delivery deadline(s) as set forth in the specifications shall disqualify your bid.
4. **County’s Right to Reject Bids:** The County reserves the right to reject any or all bids received in accordance with Section 3.4-5 of the Procurement Code. Rejections shall be for good cause, in whole or in part, and with proper notifications and documentation.
5. **Compensation for Bid Preparation:** The County shall not pay for any costs associated with the preparation of your Bid. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on or borne by the County.
6. **Solvency/Financial Capabilities:** As one criterion in the evaluation and acceptance of bids pursuant to the County Procurement Code, a bid may be rejected if investigations show that the Bidder is not in a financial position to properly perform the Agreement(s).
7. **Bid Results:** **Bid Results:** The bid tabulation sheet will be available thirty (30) days after the bid opening date or upon posting of the notice of an intended decision, whichever is earlier, and will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. Bidders may also call the Osceola County Procurement Services Office at (407) 742-0900 for results.
8. **Local Small Business Enterprise Program:** Osceola County Board of County Commissioners has established a Local Small Business Enterprise Program (LSBE) to enhance contracting and procurement opportunities for small business enterprises headquartered in Osceola County. The County strongly encourages participation of LSBE in contracting and subcontracting opportunities

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

and has established a 25% participation goal. Should a certified Osceola County LSBE bid on a solicitation issued by the County and submit a bid that is within 5% of the lowest bid, whether or not that bidder is the second lowest bidder, the LSBE may be deemed the lowest bidder if the bidder agrees to reduce its bid to match the bid or quote of the lowest bidder.

If the bid is a lump sum bid, the LSBE will be requested to match the lowest lump sum bid. If the bid is a line item bid, the LSBE will be asked to reduce individual line items' bid prices so that the total bid price matches the lowest total bid. The LSBE will not be able to increase some line item bid prices while reducing other line item bid prices on their revised bid.

The LSBE will have three (3) business days to respond in writing to the County's request match. If the lowest LBSE does not elect to reduce its bid, then the next lowest LSBE will be given the opportunity to match the bid or quote using the process stated above, providing that bidder is also within five percent (5%) of the lowest bid or quote.

No contract awarded to an LSBE under this section shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) of the dollar value of the contract to be performed by an entity or entities that are not Osceola County LSBE as defined in Chapter 3 of the Administrative Code. Bids submitted by certified LSBEs must include a list of subcontractors which identifies which firms are LSBEs and the proposed percentage of the dollar value of the contract to be performed by each firm.

For application of the LSBE preference, the vendor must be certified by Osceola County as an Osceola County LSBE prior to the bid or quote due date and a copy of the certification must be included in the bid or quote submittal.

For additional information relating to the qualifications, eligibility, and exceptions to this program, please refer to the Osceola County Administrative Code, Chapter 3, Section 3.8 or call the Procurement Services Office at 407-742-0900.

Contractors using Subcontractors will be required to report on the percentage of the dollar value of the contract to be performed by LSBE Subcontractors.

9. **MWBE and SDVBE Participation Programs:** The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) Program with a 25% participation goal. The purpose of this program is to promote and encourage the participation of MWBE as Contractor or Subcontractor on County awards.

The Osceola County Board of County Commissioner has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality, and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

Contractors using Subcontractors will be required to report on the percentage of the dollar value of the contract to be performed by MWBE and SDVBE Subcontractors.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

10. **Drug-Free Workplace Preference:** Whenever two or more bids which are equal with respect to price, quality, delivery, and services are received for procurement subject to the Osceola County Administrative Code, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference, in accordance with Florida State Statute 287.087. Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. Further information regarding the Florida Statute is available in the Osceola County Procurement Services Office, (407) 742-0900.

11. **State Contract Pricing:** DOES NOT APPLY.

[The Remainder of this Page Intentionally Left Blank]

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 3

Bid Form

(Proposal)

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

THIS PAGE SHALL APPEAR AS BIDDERS COVER PAGE

In accordance with the Osceola County advertisement inviting Sealed Bids to be received at the Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, FL 34741. This Bid is submitted for the above captioned project.

NAME OF COMPANY BIDDER:	
NAME OF AUTHORIZED REPRESENTATIVE:	
BUSINESS ADDRESS:	
PHONE NUMBER:	FAX NUMBER:
CONTRACTOR'S FLORIDA LICENSE NUMBER (S):	
OSCEOLA COUNTY LOCAL BUSINESS TAX RECEIPT NUMBER:	
E MAIL ADDRESS:	

BIDDER DECLARATION/ACKNOWLEDGMENT

THIS BID IS SUBMITTED TO OSCEOLA COUNTY (A.K.A. - OWNER OR COUNTY):

The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an Agreement(s)/Construction Contract with Osceola County Board of County Commissioners, in the exact form provided herein, to perform and furnish all Work specified or indicated in the Construction Contract Documents for the Agreement(s) Price and within the Agreement(s) Time indicated in this Bid Form and the Agreement(s)/Construction Contract, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

Bidder accepts all of the terms of the Bidding Documents including without limitation those addressing the disposition of the Bid Bond.

This bid will remain open for a period of one hundred and eighty (180) consecutive calendar days after the date of the bid opening.

In submitting this Bid, the Bidder further represents and warrants as follows:

1. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site conditions, locality, all applicable laws, regulations, jurisdictions, etc., which may affect cost, progress of the Work, performance or furnishing of necessary materials for the Work.
2. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in *Section 8, Technical Specifications*, as provided for herein. BIDDER accepts determinations set forth hereby to the extent that "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as limited by the provisions associated with the data. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

3. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and program incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
4. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
5. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
6. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by County is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any Agreement(s) or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
8. BIDDER hereby agrees to commence WORK under this Agreement(s) on or before a date to be specified in the NOTICES TO PROCEED and to fully complete all work of the PROJECT within the Agreement(s) Time specified in the Construction Agreement(s). BIDDER further accepts the provisions of the Construction

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Agreement(s) as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Construction Agreement(s) and General Conditions, for each consecutive calendar day completion of the Work is delayed.

Completion Schedule

1. Kempfer Road Drainage Project – Locally Funded

- a. This project will be awarded with two (2) Notices to Proceed (NTP). The first one will be awarded as soon as possible for shop drawings, material ordering, etc. The first NTP will be up to ninety days(90).
- b. The second NTP will be issued at ninety (90) days or earlier if notified by the Contractor. The **construction duration will be two hundred and forty (240) consecutive calendar days**. Substantial completion shall be achieved (complete with only final punch list items remaining) in **three hundred and thirty (330) consecutive calendar days from the first notice to proceed**.
- c. The project shall be fully complete (punch list items completed, inspected and ready for final payment) in **thirty (30) consecutive calendar days** from substantial completion.

2. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

3. In accordance with Instructions to Bidders, if the Agreement(s) is to be awarded, it will be awarded on the basis of the lowest bid received. The lowest bidder of the base bid and the lowest bidder of the alternate bid will be presented to the Board of County Commissioners to select the methodology. In any event, prior to, or after the award, the County reserves the right to remove or reduce the quantity of any pay item it feels necessary in its sole discretion. The County reserves the right to now award this project if it is in the best interest of the County.

4. The following documents are attached to and made a condition of this Bid (PLEASE NOTE YOUR ACKNOWLEDGMENT BY INITIALING IN SPACE PROVIDED.)

ITEM	INITIAL
a. Notice to Bidders	_____
b. Instructions to Bidders	_____
c. Agreement(s)	_____
d. Proposal	_____
e. Bid Bond	_____
f. Affidavit	_____
g. Certificate-Agreement(s) Execution Authorization	_____
h. Performance & Payment Bond	_____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

- i. General Conditions _____
- j. Plans _____
- k. Special Conditions _____
- l. Addenda (if any) _____
- m. Attachment “A” – Statement of “No Bid” (If applicable) _____
- n. Attachment “B” – Insurance Requirements _____
- o. Attachment “C” – Public Entity Crimes Statement _____
- p. Attachment “D” – Conflict of Interest Statement _____
- q. Attachment “E” - Drug Free Workplace Certification _____
- r. Attachment “F” – Experience of the Bidder _____
- s. Attachment “G” – Proposed Schedule of Contractor Participation
(Not required but collected) _____
- t. Attachment “H” – Vendor Demographics Survey _____
- u. Attachment “I” - Articles of Incorporation / Corporate Documents _____
- v. Attachment “J” - Substitute W-9 Vendor Update Form _____
- w. Attachment “K” – Contractor Certification Regarding Scrutinized Companies _____
- x. Attachment “L” – Solicitation Response Identification Label _____
- y. Attachment “M” – FDOT Minor Bridge Prequalification Requirements _____

[The Remainder of this Page Intentionally Left Blank]

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

FEE SCHEDULE

BASE BID Kempfer Road Drainage Project – Locally Funded

Line Item	FDOT Pay Item	Pay Items Description	Unit	Unit Price	Est. QTY	Extended Total
1	102-1	Maintenance of Traffic	LS	\$	1	\$
2	104-10-3	Sediment Barrier	LF	\$	1497	\$
3	104-11-A	Floating Turbidity Barrier	LF	\$	4027	\$
4	110-1-1	Clearing and Grubbing	LS / AC	\$	2.45	\$
5	120-1	Regular Excavation	CY	\$	3333	\$
6	120-4	Subsoil Excavation	CY	\$	4378	\$
7	120-6	Embankment	CY	\$	253	\$
8	160-4	Type B Stabilization	SY	\$	4375	\$
9	285-704	Optional Base, Base Group 04	SY	\$	4375	\$
10	334-1-55	2.5 Inches Type SP12.5 +L =E (PG76-22)	TN	\$	530	\$
11	550-10-210	Fencing, Type B 0.0 – 5.0', Standard	LF	\$	766	\$
12	570-1-2	Performance Turf, Sod	SY	\$	2325	\$
13	571-1-3	Plastic Erosion Mat, Turf Reinforced Mat, Type 3	SY	\$	7762	\$
14	400-4-1	Concrete Class IV, Culverts	CY	\$	1294.8	\$
15	415-1-1	Reinforcing Steel - Roadway	LB	\$	29218 6	\$
16	530-3-3	RipRap-Rubble, Bank and Shore	TN	\$	866.0	\$
17	530-74	Bedding Stone	TN	\$	309.0	\$

FEE SCHEDULE - CONTINUED

18	Combined Total Extended Cost (for Line Items 1 Through 17)		\$	
19	Mobilization Fee		\$	
20	Total Project Cost (Line 18)+(Line 19)		\$	

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

****Pay Item Notes**

Since the plans were completed the road has been chip sealed. The final product for the driving surface needs to conceptually follow the plan cross sections but needs to be twenty (20) feet in width from the project beginning to end (STA 28+00 to 47.75.63). The pay items quantities have been adjusted from STA 28+00 to 47.75.63.

Mobilization to include as-builts and permit compliance.

102-1 Maintenance of Traffic – Includes all items of Maintenance of Traffic (temporary signs, channelizing devices, temporary barrier wall, temporary critical and non-critical sheet pile, design of critical temporary sheet pile walks, and all other incidentals, etc. Not included for payment under separate items. See Sheet B-03 in the Structures Plans or the Report of Geotechnical Engineering Exploration, Kempfer Road culvert replacements dated January 15, 201. Prepared by Geotechnical and Environmental Consultants, Inc. for temporary sheet pile wall design parameters. This item also includes the cost of all fill and associated grading necessary to construct the temporary lane shifts. It also includes removal of the temporary fill and restoring the ditch bottom to the existing grades/elevations within the removal footprint of the temporary fill.

110-1-1 Clearing and Grubbing – Since the plans were completed a double layer of chip seal has been added to the roadway. Please make yourself familiar with the job site and include in the cost of this pay item.

400-4-1 Concrete Class IV, Culverts - includes the cost of excavation for the structure, any dewatering required, and testing.

571-1-3 Plastic Erosion Mat, Turf Reinforced Mat, Type 3 – Includes the cost of Spartina Bakeri Sand Cordgrass, and all labor and materials for a complete installation and establishment per the guidelines //recommendations provided by the supplier of the Spartina Bakeri Sand Cordgrass.

[The Remainder of this Page Intentionally Left Blank]

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Having carefully examined the Contract Documents, comprised of the plans, specifications, and all other documents bound herewith and or referenced hereby, any addenda or bulletin as prepared or sanctioned by the County and being familiar with the various conditions affecting the work, the Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between him and the OWNER, for the furnishing of all materials and the performance of all Work to which this Proposal pertains and for which the following total bid is submitted:

The Bidder agrees that the quantities shown for unit price items are approximate and are subject to variations in the field and further agrees to do the work at the unit bid price whether the quantities are increased or decreased.

BID CERTIFICATION

The undersigned hereby certifies that this proposal is genuine, not sham, or collusive, or made in the interest or behalf of any person, form, or corporation not herein names, and that the undersigned has not directly nor indirectly induced or solicited any other bidder to submit a sham bid, or any other person, form, or corporation to refrain from bidding and that the undersigned has not in any manner sought collusion to secure for himself an advantage over any other bidder. The undersigned also hereby certifies and acknowledges that he/she will comply with the terms of this proposal in every instance related to the acceptance of the conditions of the bid.

Dated: _____

By: _____

Signature

Name: _____

Printed

Title: _____

Printed

Official address, phone number and fax number:

Address: _____

City, State, Zip: _____

Phone Number: _____

Acknowledgment is hereby made of the receipt of the following agenda, if any:

No. _____

Dated: _____

Signatories Initials: _____

No. _____

Dated: _____

Signatories Initials: _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

Section 4

Bid Bond

*****NOT REQUIRED *****

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

Section 5

Affidavit &

Certificates

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

>>>>TO BE COMPLETED BY SUCCESSFUL BIDDER ONLY<<<<

The contractor shall execute and mail this affidavit to the Florida Department of Commerce, Bureau of Workers' Compensation, 200 East Gaines Street, Tallahassee, FL 32399, within ten (10) days of the commencement of work. Copies should be forwarded to the Procurement Services Office and Engineering Department of Osceola County Florida.

STATE OF FLORIDA

OSCEOLA COUNTY

AFFIDAVIT

Before me, the undersigned authority, personally appeared _____, who, first being duly sworn, upon his oath deposes and says:

That he/she is the (contractor) (sub-contractor) on the following described public works:

JOB DESCRIPTION: _____

CONTRACTOR (SUBCONTRACTOR): _____

ADDRESS: _____

CONTRACTING AUTHORITY: _____

PREVAILING WAGE DETERMINATION NO.: (as applicable) _____

AND FURTHER AFFIANT SAYETH NOT.

Name / Title

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

>>>MUST BE SUBMITTED WITH YOUR BID<<<<

STATE OF FLORIDA
OSCEOLA COUNTY
CERTIFICATE

I HEREBY CERTIFY that a meeting of the Board of Directors of _____ Corporation existing under the laws of the State of _____ held on the _____ date of _____, the following resolution was duly passed and adopted:

RESOLVED, that _____ (title) of the corporation, is hereby authorized to execute the Agreement(s) _____ date of _____, _____ between Osceola County, and this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed shall be the official act and deed of this corporation.

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____ date of _____, _____.

Secretary

Sworn to and subscribed before me this _____ date of _____, _____.

Notary Public/State of Florida at Large

My Commission Expires: _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 6

Standard

Construction

Agreement

This standard document is non-negotiable.



Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

**OSCEOLA COUNTY FLORIDA
STANDARD CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR**

This Standard Construction Contract (Contract) made by and between Osceola County, Florida (hereinafter referred to as Owner) and **NAME OF VENDOR HERE, ADDRESS OF VENDOR HERE,** (hereinafter referred to as Contractor) for **“Kempfer Road Drainage Project – Locally Funded”**

WITNESSETH:

WHEREAS, the Contractor has submitted a bid for performance of project, in conformance with all applicable regulations, a copy of the Contractor’s bid submittal being included herein as Exhibit “A” and a copy of the Invitation for Bids (bid documents) being included herein as Exhibit “B” and made a part of this agreement; and

WHEREAS, the Owner has accepted Contractor’s bid for the amount of **AMOUNT WRITTEN IN WORDS HERE** and 00/100 Dollars (**\$NUMERIC HERE**) and awarded the job to Contractor.

NOW, THEREFORE, in consideration of the contract sum, as set out in this agreement, the work to be performed and the terms of this agreement, and any other document made a part hereof by reference, the parties agree as follows herein:

ARTICLE - 1.00 EXTENT OF AGREEMENT AND DEFINITIONS

The Contractor accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Contractor covenants with the Owner to furnish its skill and judgment and to cooperate with the Owner and Owner’s employees in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and superintendence and use its efforts to complete the Project in the most expeditious and economical manner consistent with the Contract Documents and with the interest of the Owner.

1.01 “The Construction Team”

The Owner, County Contact Person, Engineer, and Contractor, called the “Construction Team”, shall work jointly through final construction completion and shall be available thereafter should additional services be required in accordance with this agreement.

1.02 “Extent of Agreement”

This Agreement, consisting of the contract documents as defined herein, between the Owner and the Contractor supersedes any prior negotiations, representations, or agreements. This Contract shall not be superseded by any provision of any of the other Contract Documents and may be amended only by written instrument signed by both Owner and Contractor. It is the intention of this Contract to utilize the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (F.D.O.T. Specifications) Divisions I-1, I-4 through I-9, II and III except when in conflict with this Contract. In case of any such conflict, the terms contained in this Contract shall prevail. Wherever the term “Department” is utilized in the referenced F.D.O.T. Specification it shall be interpreted to mean “Owner” as defined herein. Additionally, the terms “Director” and “Engineer” shall be interpreted to mean the “Osceola County Engineer.”

1.03 “Review of Agreement”

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Owner and Contractor hereby acknowledge that they have fully reviewed this document, its attachment, and addenda, and have had the opportunity to consult legal counsel of their choice in the negotiation of this Document. The parties cooperated in the preparation of this document, and it shall not be construed against any party as if said party prepared the draft of this document.

1.04 “Total Contract”

This document incorporates and includes all negotiations, correspondence, conversations, other agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, warranties or understandings concerning the subject matter of this agreement that is not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

1.05 “Definitions”

Whenever used in this Contract or other Contract Documents, the following terms shall have the meanings indicated:

1. Project - The Project is the entire construction of the “**Kempfer Road Drainage Project- Locally Funded (ITB-24-14568-RJ)**”, as presented in the construction plans.
2. Owner - The Owner is Osceola County as represented by the Board of County Commissioners in this Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Owner means the Owner or his authorized designee.
3. County Contact Person - The County Contact Person is County staff designated by the Engineer to represent the County and provide direct interface with the Contractor and the Engineer with respect to the Owner’s responsibilities. The County Contact Person’s duties and responsibilities with respect to the Contractor are as provided for in this Contract.
4. Contract Documents - The Contract Documents consist of this Contract, Bid Documents, Drawings, Specifications, F.D.O.T. Design Standards, F.D.O.T. Standard Specifications for Road and Bridge Construction, Details, and all Modifications issued subsequent thereto. The Contract Documents which constitute the entire Contract between the Owner and the Contractor except for modifications issued after this Contract. Modifications issued subsequent to execution of this Contract shall include but not be limited to the following:
 - A. Change Orders
 - B. Written Amendments to this Contract signed by Owner and Contractor

The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer or the County Contact Person and the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner, the Engineer, or the County Contact Person and any Subcontractor or Sub-subcontractor.

5. Engineer - The Osceola County Engineer or other such Person as may be designated by the Owner in the future during the term of this agreement. The Engineer is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the County Engineer or his authorized representative.
6. Contractor - The Contractor is the person or entity identified as such in this Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
7. Subcontractor - A Subcontractor is a person or entity who has a direct or indirect contract with a Contractor

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

- to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.
8. Sub-subcontractor - A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.
 9. Surety - The corporate body which is bound with and for the Contractor and which engages to be responsible for his payment of all debts pertaining to, and for his acceptable performance of the Work for which he has contracted.
 10. Work - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.
 11. Notice to Proceed - The term "Notice to Proceed" as used herein shall mean a written notice stating the Specified Date of Commencement of the Work.
 12. Specified Date of Commencement of the Work - The date established to commence the Work in the Notice to Proceed.
 13. Day - The term Day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.
 14. Project Material - Materials prepared by or at the direction of the Engineer that may include but are not limited to the following items: the schedules, notes, details, bidding requirements, bidding forms, general requirements, general conditions, supplementary conditions, plans, and technical specifications.
 15. Plans - Any and all drawings that may be furnished or approved by the Owner during the progress of the Work.
 16. Specifications or Technical Specifications - The directions, provisions, and requirements contained in the Project Manuals and Contract Documents together with all written agreements made, or to be made, pertaining to the method and manner of performing the Work, or the quantities and qualities of material and which are to be furnished under the Contract Documents.
 17. Certificate of Insurance - The approved Certificates of Insurance furnished by the party required to furnish such insurance pursuant to this Contract or his carrier or carriers to guarantee that each of the parties are insured in accordance with the terms of this Contract.
 18. Notice - The term "Notice" as used herein shall mean and include all notices, instructions, claims, approvals, and disapprovals and shall be in writing.
 19. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, a Sub-subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.
 20. Samples - Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
 21. Substantial Completion - The date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when all items of Contract work are completed. In any event, Substantial Completion shall be achieved by the date set forth in Section 3.01.
 22. Change Order - A written order agreed to by the Contractor approved by the County Contact Person and

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

the Engineer, and authorized by the Owner, or a written order issued by the Engineer and acknowledged by the Owner and the Contractor pursuant to Article 14.00 issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time.

23. Project Scope -The Scope of the Project as outlined in the Contract Documents.
24. Contract Sum - Means the verified bid amount accepted by the Owner.
25. Product Data - Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, produce or system for some portion of the Work.

1.06 Execution, Correlation, and Intent

1. A minimum of one (1) copy of this Contract shall be signed by the Owner and the Contractor.
2. By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Unless a contrary meaning is clearly indicated within the Contract Documents, words and abbreviations which have well known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
4. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade.

ARTICLE - 2.00 CONTRACTOR SERVICES AND RESPONSIBILITIES

2.01 Basic Services and Responsibilities

The Contractor’s Basic Services and Responsibilities shall include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned as follows:

1. Review Contract Documents and bring discrepancies, errors, and omissions to the attention of the Engineer and County Contact Person.
2. Acquaint subcontractors and sub-subcontractors, if any, with the schedule and stress items of work and materials that are critical to the program.
3. Discuss the schedule with potential subcontractors of work before awarding any subcontracts and review each potential subcontractor’s submission and qualifications with regard to the ability of each of the potential subcontractors to perform the work in a good and workmanlike manner and to complete the work in the time set forth in the Contract Documents.
4. Require Subcontractors as a term of their respective Subcontracts to agree to meet the project schedule which applies to each of them.
5. If applicable, advise the Engineer and County Contact Person on the separation of the project into subcontracts for various categories of work. Provide, in such separation, that the work of the

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

- subcontractors is coordinated, all requirements for the project have been assigned to appropriate subcontractors or provided by the Contractor, and proper coordination has been provided for construction.
6. Provide administrative, management, supervision, and related services as required to coordinate work of the Subcontractors with each other and with the activities and responsibilities of the Construction Team to complete the Project in accordance with the Contract Documents. Provide sufficient organization, personnel, management, and supervision to carry out the requirements of the Work.
 7. Provide cash flow forecast report and updates as needed for the Contract Sum and incorporate approved changes as they occur.
 8. Maintain cost accounting records on authorized Work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, other Work requiring accounting records, or allowance costs for materials and any associated labor.
 9. Provide a safety program prior to construction start for the Project subject to Engineer’s and County Contact Person’s review and coordinate the Subcontractor’s participation in the safety program.
 10. Be responsible for construction means, methods, techniques, sequences, and procedures employed by it and Subcontractors in the performance of the Work and for the failure of it or of any Subcontractor to carry out Work in accordance with the Contract Documents.
 11. Consult with the Engineer and County Contact Person for interpretations of the meaning and intent of the Drawings and Specifications.
 12. Receive, review, and approve all Shop Drawings, Product Data, Samples, and other submittals from the Subcontractors. Coordinate them with information contained in related contract documents and transmit approved submittals consistent with the Contract Documents to the Engineer. Samples will be provided by the Contractor to the Engineer for approval. Thereafter, samples will be maintained by the Contractor.
 13. The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Engineer and County Contact Person during the Work and upon completion of the Work shall be delivered to the Engineer for review. The Engineer shall then deliver them to the County Contact Person for the Owner.

ARTICLE - 3.00 COMMENCEMENT, TIME, AND SUBSTANTIAL COMPLETION

3.01 Duration Days

The Work to be performed under this Contract shall commence with the Specified Date of Commencement and, subject to authorized adjustments, Substantial Completion shall be achieved not later than **Three Hundred Thirty (330) consecutive calendar days** after the issuance of the First Notice to Proceed.

The project shall be fully complete (punch list items completed, inspected and ready for final payment) in **thirty (30) consecutive calendar days** from substantial completion.

Contractor’s completion of the work to be performed, if prior to the **Three Hundred Thirty (330) consecutive calendar days** after the date of specified date of commencement as set forth herein, shall not be the basis for any claim for additional compensation by Contractor against Owner.

3.02 Time

Time is of the essence in the Contract Documents.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

3.03 Start

The Contractor shall begin the Work on the Specified Date of Commencement in accordance with Section 3.07. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion per Paragraph 3.01.

3.04 Delays

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, or by changes ordered in the Work, or by labor disputes not caused by the Contractor or beyond the Contractor’s control, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor’s control, unforeseen soil, subsurface, or other such conditions, or by delay authorized by the Owner, or by any other cause not the fault of the Contractor which the Engineer determines may justify the delay, then the Contract Time shall be extended by Change Order for a reasonable time pursuant to Paragraph 3.05. Notwithstanding any provision in the Contract Documents to the contrary, an extension of time shall be the sole and exclusive remedy for damages due to delay, including by way of illustration and not limitation loss of profits, loss of use, home office overhead expenses, equipment rental and to all other claims, including delays attributable to breach of contract or tort.

3.05 Claim - for Extension of Time

Any claim, for extension of time shall be made in writing to the Engineer not more than ten (10) days after the occurrence of the event giving rise to the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. If the County Contact Person and the Contractor cannot agree as to what is a reasonable extension of time, the Engineer shall decide what is a reasonable time extension. Any extension of time resulting from the County Engineer’s decision shall be authorized by Change Order.

3.06 Promptness

No claim for delay shall be allowed on the basis of uncertainty over contract terms so long as more definite interpretations of the Contract Documents are furnished with reasonable promptness after written request is made of them.

3.07 Notice to Proceed

The Notice to Proceed shall be issued to establish the Specified Date of Commencement.

ARTICLE - 4.00 CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work. Subject to the approved bid amount plus any additions or deductions incurred during the progress of the work and duly documented by Change Order as provided for in the Contract Documents.

4.01 Reduction in Scope

Any reduction in Contract Sum resulting from a decrease in Project Scope shall not be shared with the Contractor but shall be credited 100% to the Owner.

ARTICLE - 5.00 PROGRESS PAYMENTS

5.01 Payment Record

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Based upon Applications for Payment submitted by the Contractor to the Engineer with a copy to the County Contact Person, and Certificates for Payment issued by the Engineer pursuant to this Article, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending five (5) working days before the end of the month in accordance with the procedure delineated in this Article.

5.02 Schedule of Values and Work Schedule

Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form, and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Owner or the Engineer shall be used only as a basis for the Contractor’s Applications for Payment. In addition to the schedule of values, the Contractor shall also submit to the Engineer the required work schedules as set forth in Paragraph 8.14 of this Contract. No progress payment shall be made by Owner unless contractor strictly complies with the provisions of this section.

5.03 Payment Estimate - Submittal and Disposition

The Contractor shall be required to submit a completed Certification of Previous Payment to Subcontractors form with each request for partial payment estimate. Failure to submit this required certification will result in the request for partial payment being rejected and returned to the Contractor.

By the twenty-fifth of the month, the Contractor will submit to the Engineer with a copy to the County Contact Person a partial payment estimate filled out, signed, and notarized by the Contractor covering the Work performed during the month covered by the partial payment estimate and supported by such data as the Owner, Engineer or the County Contact Person, may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner and the Engineer, as will establish the Owner’s title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will within twenty (20) days (excluding Saturdays, Sundays and holidays) after receipt of each partial payment estimate do one of the following: 1) indicate in writing his approval of payment and present the partial payment estimate together with a certificate for payment to the Owner; 2) submit to the Owner a Certificate for Payment for partial payment recommending payment by the Owner of such other amounts as the Engineer shall consider is due the Contractor, informing the Contractor, the Owner and the Engineer of the reason for his recommendation; or 3) return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter two instances, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will within fifteen (15) days of approval by the Engineer of a certificate of payment, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

5.04 Issuance of Certificate for Payment - Representations

The issuance of Certificate of Payment by the Engineer will constitute a representation to the Owner, based on his observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualification stated in his Certificate) and that the Contractor is entitled to payment in the amount certified.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

However, by issuing a Certificate for Payment, the Engineer shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences, or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum. Issuance of Certificate of Payment does not constitute a waiver of the Owner’s rights under Paragraph 5.15.

Retainage Payment - Except as State Law or current Local Ordinance otherwise provides, the Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. The Owner after fifty percent (50%) of the Work has been completed, if he finds that satisfactory progress is being made, may elect to not withhold retainage on the remaining payment estimates, provided that the total retainage on all amounts paid averages five percent (5%) or greater. When the Work is Substantially Complete as set forth herein, the retained amount may be further reduced to only that amount necessary to assure completion as provided for in the Contract Documents. The Owner may reinstate up to five percent (5%) withholding if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding. Substantial Completion of a portion of the Work does not entitle the Contractor to a reduction in retainage on the portion which is substantially complete.

5.05 Payments Withheld

Engineer Declining to Issue Certificate for Payment

The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent reasonably necessary to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Paragraph 5.04, or in order to protect the Owner as provided in 5.05. If the Engineer is unable to make representations to the Owner as provided in Paragraph 5.04 and to certify payment in the amount of the Application, or he is unable to certify payment in the amount of the application to protect the Owner as provided in 5.05, he will notify the Contractor as provided in Subparagraph 5.03. If the Contractor, County Contact Person, and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued or require a bond satisfactory to the Owner to substitute for such nullification, to such extent as may be necessary to protect the Owner from loss from the following, including but not limited to:

- A. defective work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment;
- D. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- E. damage to the Owner or another contractor;
- F. reasonable evidence that the Work will not be completed within the Contract Time; or
- G. persistent failure to carry out the Work in accordance with the Contract Documents;
- H. failure of Contractor to maintain records as per Paragraph 2.01(13).

When the above grounds in Paragraph 5.05 are removed, payments shall be made for amounts withheld because of them.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

5.06 Inclusion of Materials and Equipment in Estimates

As provided for in Paragraph 5.03, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner’s title to such materials or equipment or otherwise protect the Owner’s interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The contractor shall be responsible for proper storage of the material and for providing protection from loss of materials or any damage.

5.07 Liens

The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Paragraph 5.07 as “liens”; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

5.08 Payments to Subcontractors

The Contractor shall be required to submit a completed certification of previous payment to subcontractors form with each request for partial payment estimate. Failure to submit the required certification will result in the request for partial payment estimate being rejected and returned to the Contractor.

The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work less any back charges or other items specified in the agreement between the Contractor and Subcontractor. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Subcontractors in similar manner. Nothing hereby shall be deemed to make subcontractors, materialmen, or other suppliers of labor or materials to be parties to this contract, third party beneficiaries thereof, or create privity in any way with the Owner, either equitable or legal in nature.

5.09 Subcontractors - Obligations of Owner

The Owner shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor or Sub-subcontractor except as may otherwise be required by this Contract or law.

5.10 Reserved

5.11 Payment Upon Substantial Completion

Upon Substantial Completion of the Work and upon application by the Contractor and certification by the Engineer, the Owner shall make payment, if any, for such Work as provided in the Contract Documents.

5.12 Procedures for Final Completion Certificate for Payment

Following the Engineer’s issuance of the Certificate of Substantial Completion of the Work, and the Contractor’s

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

completion of the Work, the Contractor shall forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will make any necessary evaluations, and will make necessary inspection. When the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will issue a Certificate for Payment which will approve the final payment due the Contractor. This approval will constitute a representation that, to the best of the Engineer’s knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Terms and Conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said Certificate, is due and payable. The Engineer’s approval of said project Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor being entitled to final payment as set forth in Paragraph 5.13 have been fulfilled.

5.13 Conditions Precedent to Final Payment

The final payment shall not become due until the Contractor submits to the Engineer: 1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; 2) consent of surety to final payment; 3) if required by this Contract or applicable law or ordinance, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Work, to the extent and in such form as may be designated by the Owner; 4) items as required by Paragraph 2.01(13) of this Contract; If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify Owner against any such lien. If any such lien remains unsatisfied after all payments are made and a bond satisfactory to the Owner to indemnify owner against any such lien is not provided by the Contractor, the Contractor shall pay on demand to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney’s fees.

5.14 Delay Between Substantial and Final Completion

If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor, certified by the Engineer and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due, for that portion of the Work fully completed and accepted, shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

2. Within thirty (30) calendar days after reaching Substantial Completion, a list of corrective work or pending items not yet completed shall be created which will render the Work complete and satisfactory to the Owner and thereafter shall be delivered to the Contractor within five (5) days after the list has been developed. The list of items shall contain an estimated cost to complete each item which shall be determined by the Contractor and submitted to the Engineer for certification. Such costs shall be submitted to the Engineer within fifteen (15) days of receipt. The parties shall finalize the list within fifteen (15) days thereafter. Once the final list has been agreed to and delivered to the Contractor, within twenty (20) business days, the Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld by the Owner less an amount equal to 150 % of the estimated cost to complete the items on the final list. Upon completion of the items on the final list, the Contractor can submit a final Application for payment pursuant to Paragraph 5.12.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

5.15 Final Payment – Waiver of Claims by Owner

The making of Final Payment shall constitute a waiver of all claims by the Owner except those arising from:

1. unsettled liens;
2. faulty or defective work appearing after final payment;
3. failure of the work to comply with the requirements of the Contract Documents; or
4. an error in partial or final payment.

5.16 Final Payment – Waiver of Claims by Contractor

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

5.17 Interest Rate

Payments due under the Contract Documents shall conform to the stipulations set forth in the State of Florida’s Prompt Payment Act (Section 218.70, Florida Statutes). Said Act stipulates in part that the County may be charged 2% per month on any outstanding balances due the Contractor.

ARTICLE - 6.00 THE ENGINEER

6.01 Responsibilities

The Engineer will provide administration of the Contract Documents as hereinafter described.

6.02 Representation

The Engineer and the County Contact Person will be the Owner’s Representative in all phases of the Project. The Engineer will advise and consult with the Owner. Unless otherwise provided in the Contract Documents, the Owner’s instructions to the Contractor shall be forwarded through the Engineer. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument signed by the Owner.

6.03 Site Visits

The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

6.04 Construction Methods

The Engineer, the County Contact Person or any other employee of the Owner will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, except as mandated by the Contract Documents, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor’s failure to carry out the Work in accordance with the Contract Documents. The Engineer, the County Contact Person or any other employee of the Owner will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, Sub-subcontractors, or any of their agents or employees, or any other persons performing any of the work.

6.05 Access to Site

The Engineer and the County Contact Person shall at all times have reasonable access to the Work wherever it is in

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

preparation and progress. The Contractor shall provide facilities for such reasonable access so the Engineer and the County Contact Person may perform their functions under the Contract Documents.

6.06 Interpreter

The Engineer will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder of the Contractor.

6.07 Reasonable Time

The Engineer will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. The Contractor may make written request to the Engineer for such interpretations. The decision of the Engineer shall be final and binding upon the Contractor.

6.08 Claims Decisions

Claims, disputes and other matters in question between the Contractor and the Owner shall be referred initially to the County Contact Person for review. The County Contact Person shall make a recommendation to the Engineer, and after consultation with all parties, the Engineering will render a decision in writing with reasonable promptness. The decision of the Engineer shall be final and binding.

6.09 Reasonable Intent

All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

6.10 Reject Work

The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Engineer’s opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Engineer will have authority to require special inspection or testing of the Work in accordance with Paragraph 11.08 whether or not such Work be installed or completed. However, nothing shall give rise to any duty or responsibility of the Engineer or the County Contact Person to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work due to the Engineer’s authority to act nor any decision made in good faith to exercise or not to exercise such authority.

6.11 Change Orders

The Engineer will take appropriate action on Change Orders in accordance with Article 14.00 and will have authority to order minor changes in the Work as provided in Paragraph 14.05.

ARTICLE - 7.00 THE OWNER

7.01 Permits and Fees

Unless otherwise modified by the Special Provisions, the Owner shall pay for permits, governmental fees, and licenses necessary to the proper execution and completion of the Work and which may be legally required to complete the project.

7.02 Rights of Way and Easements

The Owner shall provide for necessary rights of way or easements, which are required for the construction of the

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

project.

7.03 Furnish Information

Information under the Owner’s control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.

7.04 Drawings and Specifications

The Contractor will be furnished, free of charge, two (2) full size copies of Drawings for the execution of the Work. Additional copies of the drawings/plans may be purchased from the Owner by the Contractor at his expense.

ARTICLE - 8.00 THE CONTRACTOR

8.01 Review of Contract Documents

The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer and the County Contact Person any error, inconsistency, or omission he may discover. The Owner shall not be liable for damages resulting where the Contractor knew or should have known of such error, inconsistency or omission and nevertheless proceeded without informing the Owner. Unless otherwise provided for by the Contract Documents, the Contractor shall perform no portion of the Work at any time without completed Contract Documents for such portion of the Work including Construction Drawings and Construction Specifications and, where required, approved Shop Drawings or Samples for such portion of the Work.

8.02 Supervision of Work and Construction Documents

1. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.
2. The Contractor shall have a responsible person available near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in case of emergencies in compliance with Section 5-8.3 of the F.D.O.T. Standard Specifications for Road and Bridge Construction. This responsible person’s name and phone number will be provided to the Florida Highway Patrol and local law enforcement agencies for contact in case of emergency.
3. The Contractor shall have a worksite traffic supervisor, certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal, who will be responsible for compliance with Section 5-8.4 of the F.D.O.T. Standard Specifications for Road and Bridge Construction.
4. The Contractor shall be responsible to the Owner for the acts or omissions of his employees, subcontractors, sub-subcontractors, their agents, and employees, as well as other persons performing any of the Work under a contract with the Contractor. References in the Contract Documents to the acts or omissions of the Contractor shall include the acts and omissions of his employees, subcontractors, sub-subcontractors, their agents, and employees, as well as any other persons performing the Work under contract with the Contractor.
5. The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Engineer in his administration of the Contract

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Documents, or by inspections, tests or approvals required or performed by persons other than the Contractor.

6. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the F.D.O.T. Specifications, to extent that such provisions are consistent with applicable law.
7. The Contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the State Board of Health.
8. The Contractor shall conduct his work so as to interfere as little as possible with business or public travel. He shall, at his own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his act or neglect or that of his agents or employees.
9. The Contractor shall see that his activities and the activities of his Subcontractors shall meet any applicable noise abatement performance standards for dewatering pumps, air compressors and other construction equipment as set forth in the Osceola County Noise Ordinance.
10. The Contractor shall be responsible for having a professional land surveyor perform the initial job layout work locating all storm water drainage structures, piping, etc. in relation to existing utilities. This is being done in an effort to reduce conflicts with existing utilities during construction and if any conflicts are found, to allow time for correction prior to actual commencement of construction operations.
11. The Contractor shall submit for County approval a Maintenance of Traffic Plan prior to the beginning of construction. The Maintenance of Traffic Plan shall be approved by the Engineer or his representative.
12. Upon completion of all required work under this contract, the Contractor shall be responsible for having a professional land surveyor submit a set of signed and sealed Record Drawings (As-Builts) to the Owner, which reflect any and all changes, as well as existing conditions.

8.03 Labor and Materials

1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, subcontracts, equipment, tools, construction equipment and machineries, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
2. Where the words “or equal” or “equal to” appear in Specifications, they shall be interpreted to mean an item or material or equipment similar to that named and which is suited to the same use and capable of performing the same function and be of the same quality as the named. Such material shall not be purchased or used without prior written approval by the Engineer.
3. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
4. The Contractor shall provide suitable storage for all materials to be used in the Work so that their quality shall not be impaired or injured. Materials that are improperly stored so that such materials no longer conform to the Plans and Specifications may be rejected by the Engineer. Materials shall be so placed that inspection may be promptly made.

8.04 Materials and Equipment Warranty

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

The Contractor warrants to the Owner that all materials furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials. This warranty is not limited by, but is in addition to, the provisions of Article 15.00.

8.05 Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted as of the effective date of this Contract.

8.06 Notices

1. The Contractor shall give all notice and comply with all laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the performance of the Work.
2. If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, ordinances, codes, and regulations in any respect, he shall promptly notify the Engineer in writing, and any necessary changes in the Work shall be accomplished by appropriate Modification.
3. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer in writing, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

8.07 Project Management

1. The Contractor shall employ a competent full-time project manager assigned solely to this project and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The project manager shall represent the Contractor and all communications given to the project manager shall be as binding as if given to the Contractor.
2. The Contractor, his Subcontractors and Suppliers shall employ competent superintendents, foremen and workmen, and shall dismiss any person or persons employed by the Contractor, Subcontractors or Suppliers who shall misconduct himself or be incompetent or negligent in the due performance of his duty, and such person or persons shall not be employed again on the Work.

8.08 Shop Drawings, Product Data and Sample

1. The Contractor shall review, approve, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, all Shop Drawings, Project Data and Samples required by the Contract Documents.
2. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents as they existed prior to the approval of particular Shop Drawings, Product Data or Samples, by the Engineer’s approval of such Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer’s approval thereof.
3. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

4. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer. All such portions of the Work shall be in accordance with approved submittals.

8.09 Use of Site

1. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.
2. The Contractor shall confine his equipment, apparatus, the storage of materials and the operation of his workmen to the limits indicated by law, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises with his materials.
3. The Contractor at all times when Work under this Contract is being performed at the job site must either be personally present at the project or be represented at the project by a responsible Agent or Agents designated by the Project Manager in written notice to the Engineer prior to the beginning of the Work. Such notification shall include pertinent data as to addresses, phone numbers, etc. where said Agent or Agents may be contacted at any time of the day or night. The Agent or Agents shall be clothed with full authority to act for the Contractor in all cases, and to carry out any instructions relative to the Work which may be given by the Engineer. The Project Manager may, during the course of the Work, change his designees by written notice provided above.

8.10 Cleaning Up

1. At the completion of the Work the Contractor shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery, and surplus materials.
2. Upon completion of Work and before acceptance and final payment is made, the Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the Work in a neat and presentable condition. If the Contractor fails to clean up at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

8.11 Reserved

8.12 Indemnification

1. The Contractor to the fullest extent permitted by law, shall indemnify and hold harmless the Owner, and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and 2) is caused by any act(s) or omission(s) of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. It is specifically understood and agreed that this indemnification does not cover or indemnify the Owner or its agents and employees for their own gross negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Subparagraph (1) of Paragraph 8.12.
2. In any and all claims against the Owner or any of its agents or employees, by any employee of the

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 8.12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by workmen's compensation acts, disability benefit acts or other employee acts. Nothing contained in this paragraph shall be construed to enlarge the right of recovery of any Worker's Compensation Claimant beyond the recovery limits provided by applicable law.

3. The obligations of the Contractor under this Paragraph 8.12 shall not extend to the acts of the Engineer for which a private consultant would be liable, or the liability of the County Contact Person arising out of: 1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or 2) the giving of or the failure to give directions or instructions by the Engineer or County Contact Person or their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
4. Contractor acknowledges that the contract price includes payment in the amount of Ten Dollars (\$10.00), the sufficiency of which is hereby acknowledged, as consideration for Contractor's indemnification covenants contained in this section.

8.13 Protection of Project

Per Section 7-14 of the Standard Specifications, until the acceptance of the Work by the Owner, it shall be under the control and care of the Contractor, and he shall take every necessary precaution against injury or damage to any part thereof or from any other cause whatsoever, arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, and make good, at his own expense all damage to any portion of the Work caused by any act or omission of the Contractor before its completion and acceptance by the Owner, unless such damage is caused by a peril covered by insurance pursuant to Paragraph 13.03 in which case the Owner's sole remedy shall be the insurance proceeds and that portion of the deductible covered by the Contractor pursuant to Paragraph 13.01.

8.14 Project Schedule Using CPM Network Analysis

1. Within ten (10) days of the County's Contract approval the contractors shall submit a project schedule. The Contractor's project schedule shall consist of a network analysis system as described herein. In preparing this system, the scheduling of the construction is the responsibility of the Contractor. Critical Path Method (CPM) must be utilized in the Precedence Method, the Arrow Diagram Method (ADM) will not be allowed.
2. The Contractor acknowledges and agrees that its Construction Schedule must be flexible in order to accommodate and allow for his coordination with operation of the County and the work of separate contractors relating to the project. The Engineer will review the Contractor's Construction Schedule for compatibility with Owner operations, and if appropriate, the work of separate contractors. Contractor agrees to hold meetings with the Owner and separate contractors to resolve any conflicts and to revise his Construction Schedule as reasonably required. Activities or events where the contractors are dependent on each other shall be identified and reflected in the Schedule.
3. The Contractors shall utilize Primavera Project Planner (P3) software as supplied by Primavera Systems, Inc., Bala Cynwyd, P.A. The software shall be compatible with IBM computers using DOS operating systems. Alternate scheduling software systems may be submitted for Owner approval.
 - A. The format of the CPM network analysis schedule shall consist of time scaled network logic diagrams and accompanying schedule reports generated by the Primavera systems software, as

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

outlined below.

- B. The plots of the time scaled logic diagrams shall not be smaller than nominal size of 24 inches by 36 inches with title block on each sheet, unless otherwise approved by the Engineer.
 - C. The computer generated schedule reports shall be legal size paper, and shall include a tabulation of each activity shown on the detailed network diagrams. Bar chart schedules showing last month's target schedule shall be included. The following information shall be furnished as a minimum for each activity:
 - Predecessor and successor activity numbers
 - Activity description
 - Original duration of activity (work days)
 - Early start date
 - Early finish date
 - Actual start date
 - Actual finish date
 - Total float (work days)
 - Percentage of activity completed
 - Area code identifying the area in the project for each activity. An example of area codes might be 15 + 00 to 90 + 00
 - Responsibility code for each activity identifying the various subcontracted work by Subcontractor and the work being done by the Contractor directly
 - Phase code for each activity identifying the various work phases such as structure, finishes, earthwork, pipe, etc.
4. All schedule submittals including revisions and updates shall include one copy of the schedule data on CD's with label(s) identifying the P3 file name. The CD's shall be properly packaged and shipped so as to prevent damage or loss to the data.
 5. Required Reports: The following reports are to be furnished by the Contractor with each required submission including updates:
 - A. Schedule Report listing the current status of all activities sorted by the activity number
 - B. Total Float Report listing all uncompleted activities sorted first by the total float then by early start date
 - C. Successor/Predecessor Report (Precedence Diagram Method only)
 - D. A time scaled logic diagram as per Paragraph 3 of this section
 - E. Early Start Report listing all activities sorted by early start then early finish
 - F. Area Report listing activities within specific areas sorted by area, early start, and then early finish.
 6. Once the schedule has been reviewed and accepted, it shall then be used by the Contractor for planning, organizing, and directing the work, reporting progress, demonstrating the impact of changes, and requesting payment for work accomplished. If the Contractor thereafter desires to make changes to activity data or the schedule logic or to add or delete activities other than the routine changes made monthly to update progress, the Engineer shall be notified in writing prior to the next schedule update, stating the

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

reasons for the changes. If the Engineer considers these changes to be of major nature, the Contractor may be required to submit reviewed, time-scaled network logic diagrams, required reports and data diskettes for review by the Engineer at no additional cost. A change is considered major in nature if it is not readily apparent that the change could have no effect in the projected completion date for all or any portion of the Work.

7. As a condition precedent to processing the monthly Progress Payment, the Contractor shall submit an acceptable schedule update. The Contractor shall make entries on the preceding Schedule Report to show actual progress, to identify those activities started and those completed during the previous period, to show the estimated duration (in workdays) required to complete each activity started but not yet completed, to indicate the percentage of the activity’s cost payable to the Contractor and to reflect any changes in the network diagrams. Change Orders shall be shown on the update report. The Contractor shall submit a narrative describing the major items of progress and the changes to the Schedule. Contract sums shall be evaluated on the basis of projected completion date relative to the contractual completion date. The Owner shall have the right to withhold additional retainage from progress payments upon receipt of updated schedules if any projected completion date is beyond the required completion date pending receipt of an acceptable revised schedule showing completion within the contract time.

8.15 Sovereign Immunity

The COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

ARTICLE - 9.00 SUBCONTRACTORS

9.01 Responsibilities

If the Contractor should subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for acts and omissions of his Subcontractor and the Subcontractor’s own employees, subcontractors, supplier, material-men, and any employees of the subcontractor’s employees, subcontractors, suppliers, and material-men, and any additional tier of employees, subcontractors, material-men, and suppliers working through a Subcontract under this Contract as he is for the acts and omissions of persons directly employed by himself.

ARTICLE - 10.00 Reserved

ARTICLE - 11.00 MISCELLANEOUS PROVISIONS

11.01 Venue

This Contract shall be governed by the laws of the State of Florida, and venue shall be in Osceola County, Florida.

11.02 Performance and Payment Bond and Public Construction Bond

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

The Contractor shall prior to the commencement of the Work provide a Performance and Payment Bond for the benefit of the Owner in amount equal to the Contract Sum plus Change Orders with a Surety acceptable to the Owner. If change orders occur to increase the Contract Sum, the amount of the bond must be increased to the new Contract Sum at or before the time the new change order becomes effective. The Contractor shall also provide a Public Construction Bond pursuant to Florida Statute 255.05.

11.03 Press Releases and Confidentiality of Information

The Contractor agrees that no press releases, articles for professional journals, speeches, or other kinds of publicity concerning the Project shall be released, made, or generated by the Contractor or its employees without the Owner’s prior written consent. The Contractor shall require all Subcontractors and Suppliers to agree in writing to be bound by the provisions of this paragraph.

11.03 Reserved

11.04 Conflict of Interest

The Contractor represents and warrants unto the Owner that no employee or agent of the Owner has any interest, either directly or indirectly, in the business of the Contractor to be conducted herein. The Contractor further represents and warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract, and that it has not paid, or agreed to pay, an person, company, corporation, including, by consolidation, joiner or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by the Owner, and any other person sought to be joined.

11.05 Successors and Assigns

The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Contractor assign or encumber any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

11.06 Written Notices

All Written Notices shall be deemed to have been duly given if delivered in person, or within seven (7) days after depositing in the United States Mail, postage prepaid, certified with return receipt requested or otherwise actually delivered by hand to the persons named below.

Contractor:

NAME OF CONTRACTOR HERE

CONTRACTOR ADDRESS

CONTRACTOR ADDRESS

ATTN: **NAME OF CONTRACTOR, President**

Owner:

Board of County Commissioners

1 Courthouse Square, Suite 4800

Kissimmee, Florida 34741

ATTN: **Cheryl Grieb**, Chair

Engineer:

County Contact Person:

Osceola County Public Works

1 Courthouse Square, Suite **3100**

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

 ATTN: _____

Kissimmee, Florida 34741
Linette Matheny, Project Manager

The representatives of the parties and the addresses for representatives may be changed at any time by notifying the other party in writing of the change.

11.07 Rights, Remedies and Non-waiver

1. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
2. Except as otherwise provided in this Contract no action or failure to act by the Owner or any employees of the Owner or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing by the parties.
3. No inspection, orders, measurements, or certificates made by the Engineer, nor any payment or acceptance in whole or in part, nor extension of time, nor taking of possession by the Owner shall operate as a waiver of the conditions of this Contract, or of any right to damages herein provided for except as otherwise provided in this Contract. No waiver of one breach of the Contract shall be construed as a waiver of another breach. Should an error be discovered in the partial or final payment or conclusive proofs of defective work or materials used by the Contractor be discovered after the final payment has been made, the Owner reserves the right to claim and remove by process of law such sums as may be sufficient to correct the error or make good the defect in the Work and materials and all such additional sums to cover costs incurred by the Owner as a result of the defective work.
4. In the event that the Contractor fails to complete the project in the time allotted for completion under this agreement, as modified by appropriate change order or extension, there will be due the Owner the applicable Liquidated Damages amount per FDOT Standard Specifications per date on the key sheet of plans. If no plans are available, then Liquidated Damages shall be latest applicable edition of FDOT Standard Specifications, which may, at the option of the Owner, be withheld from the contract sum to be paid to the Contractor or enforced as a claim, counterclaim, set-off, or defense, as appropriate. Said amount is in the nature of liquidated damages and not a penalty, the purpose of which is to compensate the Owner and provide certainty to losses incurred by the Owner resulting from failure to timely complete which are uncertain and not easily susceptible to proof.

11.08 Tests

1. If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer and the County Contact Person timely notice of its readiness so the Engineer and County Contact Person may, observe such inspection, testing or approval.
2. If the Engineer or County Contact Person determines that any Work requires special inspection, testing, or approval which Subparagraph (1) of Paragraph 11.08 does not include, the Engineer will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph (1) of Paragraph 11.08. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, otherwise the Owner shall bear such costs, including any additional costs incurred by Contractor

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

and an appropriate Change Order shall be issued.

3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Engineer and County Contact Person.
4. If the Engineer or County Contact Person wishes to observe the inspections, tests or approvals required by the Contract Documents, they will do so promptly and, if they so desire, at the source of supply.

11.09 Interpretation of Plans

On all plans, the figured dimensions shall govern in case of discrepancy between the scale and figures. The Contractor shall take no advantage of any known or discovered error or omission in the plans or of any discrepancy between the Plans and Specifications. The Contractor shall request clarifications from the Engineer for fulfillment of the intent of the Plans and Specifications. This clarification shall be final.

11.10 Access and Effect of Failure to Reject Work

The Engineer and County Contact Person shall be furnished with reasonable access for ascertaining whether or not the materials and work are in accordance with the requirements and intent of the Specifications. Failure to reject or condemn defective Work at the time it is done will not prevent its rejection whenever it is discovered.

11.11 Headings

The Article and paragraph headings are inserted herein for convenience and reference only, and in no way define, limit or otherwise describe the scope or intent of any provision hereof.

11.12 Nature of Final and Binding Decisions by Engineer

In each place where the Contract Documents call for a decision governing the Owner and Contractor to be made by the Engineer whether or not the decision is stated to be final and binding or whether or not it states that the Engineer is the judge such decision shall not be grounds for suspension and/or termination of this Contract by either party. The decision is reviewable by a Court of competent jurisdiction in a de novo proceeding for declaratory judgment. The right to contest the decision in court must be perfected by the service of written notice on the other party within ten (10) days of the Engineer’s decision. The right to initiate Court action will not occur however until one hundred twenty (120) days after such notice. When the Engineer renders a decision which requires a change order to be issued, the Owner and the Contractor agree that they shall acknowledge the change order by signing same. Such acknowledgment will not constitute a waiver of either party of their right to appeal the decision of the Engineer pursuant to this Paragraph 11.12 provided that at the time of the signing of the change order the party indicates next to his signature that he is doing so pursuant this Paragraph 11.12.

ARTICLE - 12.00 PROTECTION OF PERSONS AND PROPERTY

12.01 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

12.02 Safety of Persons and Property

1. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - A. all employees, workmen or craftsmen on the Work and all other persons who may be affected thereby with attention to OSHA Sections 1926-C and 1926-E;

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

- B. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - C. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
 3. The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.
 4. Contractor shall take all reasonable steps to maintain access for all residences and businesses in conformance with Section 102-2.4 of the F.D.O.T. Specifications.
 5. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
 6. The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 13.03) to any property referred to in Subparagraphs (b) and (c) of Paragraph 12.02 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable and for which the contractor is responsible under Subparagraphs (b) and (c) of Paragraph 12.02, except damage or loss attributable to the acts or omissions of the Owner, or anyone directly employed by Owner and not attributable in any part to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 8.13.
 7. The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the Contractor in writing to the Owner prior to the commencement of the work.
 8. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
 9. The performance of services pursuant to this Paragraph 12.02 by the Contractor shall not relieve the subcontractors, suppliers, material men, or anyone furnishing goods and services to the job site of their responsibilities for the safety of persons and property, and for compliance with all federal, state, and local statutes, rules, regulations, and orders applicable to the conduct of the Work.

12.03 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 14.00 for Changes in the Work.

ARTICLE - 13.00 INSURANCE

13.01 Contractor’s Liability Insurance

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

1. The Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the COUNTY, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
2. The Contractor and/or subcontractor shall maintain the following types of insurance, with the respective minimum limits:
 - A. AUTOMOBILE PUBLIC LIABILITY – One Million Dollars (\$1,000,000) Combined Single Limit
 - B. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000)
 - C. GENERAL AGGREGATE – Two Million Dollars (\$2,000,000);
 - D. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000);
 - E. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars (\$2,000,000); and,
 - F. WORKER’S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers’ Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker’s Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.
3. **Certificates of Insurance:** The Contractor shall provide the COUNTY’s Procurement Services Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:
 - A. The name of the insured Contractor,
 - B. The specified job by name and job number,
 - C. The name of the insurer,
 - D. The number of the policy
 - E. The effective date
 - F. The termination date
 - G. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
4. **County as Additional Insured:** The Contractor shall name Osceola County and Osceola County Board of County Commissioners as an additional insured and certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the COUNTY with proof of same.
5. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor’s obligations to fulfill the insurance requirements specified herein.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

6. **Loss Deductible Clause:** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
7. **Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers’ Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

13.02 Reserved

13.03 Property Insurance

1. The Contractor shall purchase and maintain Builders Risk Insurance upon the entire Work at the site to the full insurable value thereof. This Insurance shall insure against the perils of extended coverage and shall include “all risk” insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the all risk insurance, the Contractor, at his cost shall effect and maintain similar property insurance on portions of the Work stored off site or in transit when such portions of the Work are to be included in an Application for Payment under Paragraph 5.03.
2. The Contractor shall purchase and maintain General Liability Insurance to protect the owner against any claims arising during or from this project.
3. Any loss insured under Subparagraph (1) of Paragraph 13.03 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of Subparagraph (8) of Paragraph 13.03. The Contractor shall pay each affected Subcontractor a just share of any insurance monies received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.
4. If the Contractor requests in writing that insurance for risks other than those described in Subparagraph (1) of Paragraph 13.03 or other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.
5. The Owner and Contractor waive all rights against: 1) each other and the Subcontractors, Sub-subcontractors, agents and employees of the other; and 2) separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages to the extent covered by insurance obtained pursuant to this Paragraph 13.03 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by the Owner and the trustee. The Owner or the Contractor, as appropriate, shall require of the separate contractors, subcontractors, and sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph (5) of Paragraph 13.03.
6. The Owner as Trustee shall deposit in a separate account any money received as a result of an insured loss and he shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.
7. The Owner as Trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Owner’s

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

exercise of his power. If such objection shall be made the dispute shall be referred to the Engineer, who, after consultation with the County Contact Person, shall render a decision, subject to the provisions of Paragraph 11.12 of this agreement.

13.04 Notice of Claim

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents, or others for whose acts he is legally liable, claim shall be made in writing to such other party within twenty (20) days after the first observance of such injury or damage.

13.05 Notice of Occurrence, Accident, Injury or Damage

The Contractor shall promptly notify the County Contact Person, in writing, of any accident or occurrence involving injury to persons or damage of property during the course of construction. The report shall be made notwithstanding the fact that no injury or damage may be apparent at the time of the accident or occurrence. A copy of a doctor’s report of examination will also be furnished.

ARTICLE - 14.00 CHANGES IN THE WORK

14.01 Contract Time/Sum

The Contract Sum and the Contract Time may be changed only by Change Order; except as provided by Paragraph 11.12, a Change Order signed by the Contractor indicates his agreement therewith, including adjustment in the Contract Sum or the Contract Time.

14.02 Changes in Scope

The Owner, without invalidating the Contract, may order changes in the Work, within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

14.03 Cost Determination

Except as otherwise modified herein, pursuant to Section 4-3 of the F.D.O.T. Standard Specifications, the cost or credit to the Owner resulting from a change in Work shall be determined as follows:

1. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
2. If the methods set forth in Subparagraph (1) of Paragraph 14.03 is not agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Engineer, in consultation with the County Contact Person, on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, an allowance for overhead and profit. On self-performed work, the allowance shall be 10% plus cost of the bond. On subcontracted work, the allowance shall be 10% of subcontractor cost plus 5% for general contractor plus cost of bond. In such cases, and also under Subparagraph (1) of Paragraph 14.03, the Contractor shall keep and present in such form as the Owner, the County Contact Person, or Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of 1) labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; 2) workers’ or

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

workmen’s compensation insurance; 3) bond premiums; and 4) rental value of equipment and machinery. Pending final determination of cost to the Owner payments on account shall be made on the Engineer’s Certificate of Payment, unless otherwise provided in the Contract. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer, after consultation with the County Contact Person. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to the change, unless otherwise provided in the agreement.

14.04 Claims for Additional Costs and/or Additional Time

1. If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the County Contact Person written notice thereof, with a copy to the Engineer, within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 12.03. No such claims shall be valid unless so made. If the County Contact Person and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer after consultation with the County Contact Person and the Contractor. In determining the amount of the adjustment in the Contract Sum, the Engineer shall use the method set forth in Paragraph 14.03. The decision of the Engineer shall be final and binding. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
2. If the Contractor claims that additional cost is involved because of, but not limited to: 1) unreasonable delay in any written interpretation, contrary to Paragraph 6.07; 2) any order by the Owner to stop the Work pursuant to Paragraph 16.01 where the Contractor was not at fault; 3) any written order for a minor change in the Work issued pursuant to Paragraph 14.05; or 4) failure of payment by the Owner pursuant to Subparagraph (4) of Paragraph 16.02, the Contractor shall make such claim as provided for herein.
3. Claims for additional time shall be made pursuant to Paragraph 3.05 through 3.07.
4. Denial of Claims for additional costs and/or time shall not be grounds for the Contractor to suspend the Work or terminate the Agreement.

14.05 Minor Changes in the Work

The Engineer will have authority to order minor changes in the Work not involving an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be included in a Change Order. The Contractor shall carry out such orders promptly.

14.06 Revision to Drawings and Specifications

The right is reserved for the Engineer either before or after Commencement of Work, to make alterations in the plans, or in the character of the Work as may be considered necessary or desirable to complete fully the proposed construction, provided such alterations do not change materially the Project Scope. Such alterations shall not be considered as a waiver of any conditions of the Agreement nor to invalidate any of the provisions thereof.

1. Should such alterations in the plans result in an increase in the Scope of the Work to be performed, a fair and equitable change in the Contract Sum and Contract Time shall be agreed upon in writing by the Contractor and the Engineer before such work is begun. Such change shall be effected by a Change Order.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

2. Should such alterations result in a decrease in the Scope of the Work, such change shall be effected by a Change Order.

ARTICLE - 15.00 UNCOVERING AND CORRECTION OF WORK, DEFECTIVE MATERIALS, WARRANTY AND GUARANTEE

15.01 Uncovering of Work

If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required be uncovered, at the Contractor’s expense, for observation and shall be replaced at the Contractor’s expense.

15.02 Correction of Work, Warranty and Guarantee, Right to Cure

1. Warranty and Guarantee: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Subparagraph (2) of Paragraph 15.02. In addition, and not by way of limiting any other provision of the Contract Documents, the Contractor together with his Surety unconditionally guarantee all Contractor furnished materials, equipment and workmanship incorporated in the Work for a period of not less than one (1) year after the date of final acceptance of the Work. (This guarantee shall be exclusive of manufacturer’s guarantee or warranties exceeding this period).
2. Correction of Work:
 - A. The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for any additional inspection, or testing services made necessary thereby.
 - B. If, within one (1) year after the Date of Final Acceptance of the Work, or within such longer period of time as may be prescribed by law, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of this Contract. The Owner shall give notice promptly after discovery of the condition.
 - C. Nothing contained in Subparagraph (2) of Paragraph 15.02 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 8.04 hereof. The establishment of the time period of one (1) year after the Date of Final Acceptance or such longer period of time as may be prescribed by law relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor’s liability with respect to his obligations other than his obligation specifically to correct the Work himself. Contractor’s liability to pay for the cost to remedy Work

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

not done in accordance with the Contract Documents is not limited by the Subparagraph (2) of Paragraph 15.02.

3. All materials not conforming to the requirements of the Specifications shall be considered as defective, and all such materials whether in place or not, shall be rejected and condemned and shall be immediately removed from the Work, unless otherwise permitted. No material which has been rejected, and the defects of which have been corrected or removed, shall be used until approval has been given by the Engineer. The Contractor shall remove from the site all portions of the Work which are defective or nonconforming and which have not been corrected under Paragraph 8.04 and Subparagraphs (1) & (2)(A) of Paragraph 15.02 unless removal is waived by the Owner.
4. Removal and Correction by the Owner: If the Contractor fails to correct defective or nonconforming Work as provided in Paragraph 8.04 and Subparagraph (1) & (2)(A) of Paragraph 15.02, the Owner may remove it in accordance with Paragraph 15.02 (5) and/or correct it in accordance with Paragraph 15.02 (7).
5. Removal by Owner: If the Contractor does not proceed with the correction of defective or nonconforming Work or with the removal of defective or nonconforming materials within a reasonable time fixed by written notice from the Engineer, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the cost of removal and correction that should have been borne by the Contractor, including compensation for any additional inspection, or testing services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand.
6. Withholding Payment to Contractor or Suspension of Work: All work which has been rejected or condemned shall be remedied or, if deemed necessary, shall be removed, or replaced in a manner acceptable by the Owner, by the Contractor, at his own expense. In addition to the other remedies provided herein should the Contractor fail to remove rejected materials or fail or refuse to remedy or replace defective work, the Owner may withhold a reasonable amount of the payment which is due or which will become due, such amount to reflect the projected costs to remove rejected materials and/or remedy and replace defective work or he may suspend the affected work until such orders are complied with. Such withholding of payments or suspension of Work shall not be grounds for termination of this Contract by the Contractor.
7. Owner's Right to Carry Out Work: If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven (7) days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any additional inspection, or testing services made necessary thereby. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner immediately upon demand by the Owner to Contractor or the Owner may recover the cost of the Work from the Bonding Surety.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

15.03 Acceptance of Defective or Nonconforming Work

If the Owner prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. The Contractor shall not be eligible to share in any cost savings resulting from such Change Order. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE - 16.00 TERMINATION AND SUSPENSION OF WORK CORRECTION OF WORK

16.01 Suspension of Work by Owner

If the contractor fails to correct defective Work as required by Paragraph 15.02, persistently fails to carry out the Work in accordance with the Contract Documents through its own acts or omissions, the Owner, or the Engineer, may, by written order, order the Contractor to stop the work or any portion thereof, until the cause for such order has been eliminated.

16.02 Suspension of Work by Contractor

The Contractor shall not suspend Work without written permission of the Owner except as provided for in this Paragraph 16.02. The Contractor may suspend Work upon written notice to the Owner if:

1. The Work is stopped pursuant to an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other person performing any of the Work under a contract with the Contractor; or
2. The Work is stopped as a result of an act of government, such as a declaration of a national emergency making materials unavailable; or
3. After ten (10) business days, notice to the Owner of the Engineer’s failure to act on a request for Payment as provided in Paragraph 5.03, the Engineer still fails to act within that ten (10) business day period; or
4. After ten (10) business days, notice to the Owner of his failure to make timely payment on an approved Certificate for Payment, the Owner still does not make payment within that ten (10) business day period. Timely as used herein means within the time periods provided in this Contract.

16.03 Duty to Protect Work

Should it become necessary to suspend the Work for an indefinite period, the Contractor shall at his own cost take every reasonable precaution to prevent damages or deterioration of the work performed. If the Work is suspended pursuant to Paragraph 16.02, the costs incurred for the protection of the Work shall be added to the Contract Sum by Change Order.

16.04 Termination by the Contractor

If the Work is suspended for a period of sixty (60) days pursuant to Subparagraphs (1), (3), or (4) of Paragraph 16.02 then the Contractor may give written notice to the Owner with copies to the Engineer of his intention to terminate this Contract at a date ten (10) business days from the delivery of the notice. If the Owner cannot or does not cure the reason for the suspension within said ten (10) business day period, the Contractor may then terminate the Contract by giving written notice to the Owner and the Contractor may recover from the Owner payment for all Work executed and any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery.

16.05 Termination by the Owner

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Procedure: In the event that any of the provisions of this Contract are violated by the Contractor or any of his Subcontractors or if the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided for in the Contract Documents, to supply enough properly skilled workmen and proper materials to keep the Project on schedule, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or if he fails to cure the reason for a suspension invoked by the Owner pursuant to Paragraph 16.01 after said suspension has been in effect for fifteen (15) days, then the Owner may serve written notice upon the contractor, and the Surety, of its intention to terminate this Contract and that unless within five (5) days after the serving of such notice upon the Contractor such violation shall cease or arrangements for correction satisfactory to the Owner be made, this Contract shall upon expiration of said five (5) days, and upon a written notice of termination being delivered to the Contractor by Owner cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform this Contract provided, however, that if the Surety does not commence performance thereof within five (5) days from the date of the mailing to Surety of notice of termination, the Owner may take over the Work and prosecute the same to completion in accordance with this Contract for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event, the Owner may take possession of and utilize in completing the work such materials, equipment, tools, and plans as may be on the site of the Work and necessary therefore

1. **Costs:** In the event that the Owner terminates this Contract, and the Costs of finishing the Work exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified upon application, in the manner provided in Paragraph 5.04. In the event the Owner terminates this Contract, and the costs of finishing the Work do not exceed the unpaid balance of the Contract Sum. The Owner may retain any unpaid balance.

16.06 Temporary Suspension of Work

Should the Owner be temporarily prohibited or enjoined from proceeding with the Work herein contemplated, the Contractor shall not be entitled to any claim for damages, and shall not be entitled to withdraw from the Contract except by and with the consent of the Owner except as provided in this Paragraph 16.06. The Contractor shall, however, be entitled to an extension of time for completion of the Work equal to the time of such interruption or delay as determined and certified by the Engineer. If the Work is not resumed within 30 days, the Contract may be terminated by the Contractor upon the Contractor giving thirty (30) days’ notice and opportunity to cure, to the Owner. If this Contract is so terminated, the Contractor shall be entitled to reimbursement of reasonable expenses for personnel assigned full time to the Project and all reasonable out-of-pocket expenses for such personnel from the date of execution of this Contract to the date the termination becomes effective and not already paid, and reasonable and verifiable contract costs incurred by Contractor which were incurred prior to the termination of this Contract and which in turn the Contractor has no right of termination, suspension, or cancellation.

16.07 “Disputes”

Disputes between the Owner and Contractor arising from the Contract Documents shall be governed by the laws of the state of Florida. Venue shall be in Osceola County, Florida. No action may be commenced or maintained unless

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

all conditions precedent pursuant to the Contract Documents have been satisfied by the complaining party. Claims shall not be subject to arbitration unless by mutual consent of the parties. An award of attorney’s fees to the prevailing party is expressly not authorized by this agreement. The parties to this Contract hereby expressly waive and forego any and all rights to trial by jury to the fullest extent allowed by law. No formula, equation, or other artificial means shall be used for proof of damages and proof of actual damages shall be required, except for liquidated damages per Paragraph 11.07 (4).

ARTICLE 17.00 “SEVERABILITY”

In the event a Court of competent jurisdiction determines any sentence, provision, paragraph, or section of this Contract to be null and void, the remaining parts of this Contract shall continue in full force and effect as though such sentence, provision, paragraph, or section has been omitted from the Contract.

ARTICLE 18.00 COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS

18.01 Laws and Regulations

The Contractor shall comply with all applicable, state, and federal labor laws and regulations to the extent applicable to this project.

18.02 Equal Opportunity Employment

The Contractor is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The Contractor will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

18.03 Auditing, Records, and Inspection

In the performance of this Contract, Contractor shall keep books, records, and accounts of all activities, related to the Contract, in compliance with generally accepted accounting procedures. Throughout the term of this Contract, books, records, and accounts related to the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of COUNTY and shall be retained by Contractor, for a period of three years after termination or completion of the Contract or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year period. All books, records and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The COUNTY also has the right to conduct and audit within sixty (60) days from the effective date of this Contract to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Contract based upon the findings in this audit without regard to any notice requirement for termination.

18.04 Public Records Compliance

- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE FOLLOWING:**

Custodian of Public Records
c/o Public Records Coordinator

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

1 Courthouse Square, Suite 2400
Kissimmee, Florida 34741
407-742-2395
PublicRecords@osceola.org

2. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1)(c), Florida Statutes, and any other applicable legal and equitable remedies, shall:
 - A. Keep and maintain public records required by the COUNTY to perform the service.
 - B. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - D. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the county.
 - E. If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.

ARTICLE 19.00 ASSIGNMENT OF CONTRACT

1. No assignment by the Contractor of the Contract or of any part thereof, or any monies due or to become due thereunder, shall be made without the prior written approval of the Owner, which approval will be given only after the Surety on the Contract Bond has informed the Owner in writing that it approves of such assignment being made.
2. In the event the Contractor shall undertake to assign all or any part of any monies due or to become due under the Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any of such monies shall be subject to the prior liens of all persons for services rendered or materials supplied for the performance of all Work embraced by the Contract.

ARTICLE 20.00 NON-APPROPRIATIONS

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

The Owner’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. The Owner will endeavor with all due diligence to appropriate sufficient funds to defray expenses associated with this Contract throughout its duration and will not engage for similar services upon the loss of appropriations for a one (1) year subsequent period.

ARTICLE 21.00 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR’S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

ARTICLE 22.00 PROJECT MANAGERS.

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Contract. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Contract, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

1. The COUNTY Project Manager’s contact information is as follows:

Linette Matheny, Project Manager
Osceola County Transportation & Transit
1 Courthouse Square, Suite _____
Kissimmee, Florida 34741
(407) ____ - _____

2. The CONTRACTOR Project Manager’s contact information is as follows:

NAME OF PROJECT MANAGER, Project Manager
NAME OF COMPANY/CONTRACTOR
ADDRESS
ADDRESS
() ____ - ____ / EMAIL ADDRESS HERE

ARTICLE 23.00 SCRUTINIZED COMPANIES

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

This Contract may be terminated by the COUNTY, without penalty to the COUNTY, i) in the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes, or ii) if the COUNTY determines that the CONTRACTOR falsely certified to the COUNTY that the CONTRACTOR is not listed as a scrutinized company. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

SAMPLE

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the later of the dates that each party signed this Agreement.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

Date: _____

**ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD**

Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of County Commissioners meeting of:

NAME OF CONTRACTOR HERE

By: _____
Authorized Signature

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of **NAME OF SIGNOR HERE**, who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

NOTARY PUBLIC

(stamp)

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 7

Performance &

Payment

Bond

(Public Construction Bond)

SAMPLE

PUBLIC CONSTRUCTION BOND

BY THIS BOND, We _____ as Principal, and _____, a corporation, as Surety, are bound to Osceola County Board of County Commissioners, One Courthouse Square, Kissimmee, Florida 34741, hereinafter called Owner, in the sum of _____ (Dollars) (\$ _____) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDTION OF THIS BOND is that if Principal:

1. Performs the contract (Agreement) dated _____, between Principal and owner for construction of _____ the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Pays owner all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED: _____

WITNESS: _____

PRINCIPAL: _____

Name: _____

Name of Firm: _____

Address: _____

Signature of Authorized Officer: _____

Title: _____

Business Address: _____

City/State/Zip: _____

WITNESS: _____

SURETY: _____

Name: _____

Name of Firm: _____

Address: _____

Signature of Authorized Officer: _____

Title: _____

Business Address: _____

City/State/Zip: _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 8

Specifications

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 8

THIS FORM MUST BE RETURNED ON YOUR COMPANY LETTER HEAD.

FOR YOUR CONVENIENCE,

PLACE YOUR COMPANY LETTER HEAD OVER THIS AREA

TRENCH EXCAVATION SAFETY

COMPLIANCE ASSURANCE

POLICY STATEMENT

(Name of Company or Corporation)

The Contractor performing trench excavation in accordance with this solicitation in excess of five feet (5') in depth, shall comply with the Occupational Safety and Health Administration's (OSHA) Trench Safety Standards, 29 CFR, s. 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Safety (DLES).

By submission of this bid and subsequent execution of this Agreement(s), the contractor certifies that all trench excavation done within this control in excess of five feet (5') in depth shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 CFR, s. 1926.650, Subpart P, including all subsequent revisions thereto.

The Contractor further agrees to obtain identical certification from his proposed subcontractors that will perform trench excavation prior to award of subcontracts and that he will retain such certifications on file for a period of not less than three (3) years following final acceptance of this project.

Cost for compliance with the above requirements shall be included in Pay Items 1 and 30, Mobilization and shall be detailed in the table below.

X _____
(Signature)

(Name and Title)

(Name of Individual, Partnership or Corporation)

(Mail Address)

City, State and Zip Code

(Date)

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00PM Local Time	Advertised Date: Sunday, May 5, 2024, and Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage Project – Locally Funded		

Section 8

Trench Safety: Section 553.62, Florida Statutes incorporates the Occupational Safety and Health Administration’s (OSHA) safety standards, 29 CFR 1926.650 Subpart P, as the state standard. The Department of Labor and Employment Security may adopt updated or revised versions by rule. Other state or political subdivisions may also have standards that are applicable. By submission of this bid and subsequent execution of the Agreement(s), the Contractor certifies that all trench excavation done within this control in excess of five feet (5') in depth shall be accomplished in strict adherence with OSHA Trench Safety Standards contained in 29 CFR, S. 1926.650, Subpart P, including all subsequent revisions thereto. The Contractor further agrees to obtain identical certification from this proposed subcontractors that will perform trench excavation prior to award of subcontracts and that he will retain such certification on file for a period of not less than three years following final acceptance of this project. If trench excavation will be required on the project in excess of five feet in depth, the Bidder must identify the cost of compliance with the applicable trench safety standards below. If there will be no trench excavation on the project in excess of five feet in depth, write “not applicable” below. The costs listed below should also be included in the unit price items to which it applies, (i.e., storm drain, drainage structures, etc.). If the pay items are extended at the direction of the County, then the contractor shall provide an updated table in the form below.

Trench Safety Measure	Unit of Measure	Quantity	Unit Cost	Extended Cost

[The Remainder of this Page Intentionally Left Blank]

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

Section 9

Construction Plans

(Section 9 – Rehabilitation Plans are located on the County’s Procurement SharePoint Online Site. Reference page two (2) of this solicitation document for details.)

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

Contract Plans

Kempfer Road Drainage Project – Locally Funded

Note: Below detailed documents have been posted to SharePoint – reference page two (2) of solicitation for the “link” and instructions to access.

Sheet Number	Title	Date	Revision Date
Fifty-Two (52) Pages	Structure Plans – Kemper Road Drainage Project	December 2021	
Fifty-Five (55) Pages	Contract Plans – Kemper Road Drainage Project	December 2021	
One (1) Page	Close Out Letter	December 2021	
Applicable Permits			
Twelve (12) Pages	SJRWMD Permit #169376-2	November 2021	
Twenty-Two (22) Pages	FDEP Permit #ST04_403469-001-SFI	February 2022	

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

**ATTACHMENT "A"
STATEMENT OF "NO BID"**

If you do not intend to bid on this requirement, please complete and return this form, prior to the date shown for receipt of bids, to the **Osceola County Procurement Services, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741.**

I/we have declined to bid on **ITB-24-12468-RJ** titled **"Kempfer Road Drainage Project – Locally Funded"** for the following reasons:

- _____ Specifications are too "restrictive" (i.e., geared toward one toward one brand or manufacturer) as explained below.
- _____ Insufficient time to respond to Invitation to Bid
- _____ I/we do not offer this product or equivalent
- _____ My/our product sheet would not permit us to perform the services required
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear as explained below
- _____ Other as specified below

Remarks: _____

I/we understand that if the "No Bid" letter is not executed and returned, my/our name may be deleted from the list of qualified Bidders for Osceola County for future projects.

 Typed Name and Title

 Signature and Title

 Company Name

 Address

 Telephone Number

_____ Email Address: _____

 Date

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

**ATTACHMENT “B”
INSURANCE REQUIREMENTS**

- A. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits:
1. AUTOMOBILE PUBLIC LIABILITY
 - a. \$1,000,000 Combined Single Limit
 2. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence,
 - a. Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence,
 - b. Medical Expense – Five Thousand Dollars (\$5,000) Any one person,
 - c. Personal & Advertising Injury – One Million Dollars (\$1,000,000),
 3. GENERAL AGGREGATE – Two Million Dollars (\$2,000,000),
 4. EXCESS/UMBRELLA COVERAGE – One Million Dollars (\$1,000,000),
 5. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – Two Million Dollars (\$2,000,000); and,
 6. WORKER’S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the Work required hereunder and Employers’ Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker’s Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.
- C. **Certificates of Insurance:** The successful Bidder/Contractor and/or subcontractor shall provide the County’s Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4200
Kissimmee, Florida 34741**

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQUARE, SUITE 2300, KISSIMMEE, FLORIDA 34741**

- D. County as Additional Insured: The successful Bidder/Contractor and/or subcontractor shall name the “Osceola County Board of County Commissioners and Osceola County” as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
- E. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder’s/Contractor’s obligation to fulfill the insurance requirements specified herein.
- F. **Subcontractors:** The successful Bidder/Contractor shall ensure that any sub-contractor(s) hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain sufficient liability insurance commensurate with the scope/size of the project assigned. However, in no case shall any required insurance limit be less than One Million Dollars (\$1,000,000), unless statutory limits apply. In addition, the successful Bidder/Contractor shall maintain proof of same on file and make readily available upon request by the County.
- G. **Loss Deductible Clause:** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.
- H. **Additional Requirements:** All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers’ Compensation policies shall have a waiver of subrogation in favor of Osceola County. The liability policies shall be Primary/Non-Contributory.

Authorized Signatory: _____

Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

ATTACHMENT "C"
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **ITB-24-14568-RJ** titled **"Kempfer Road Drainage Project – Locally Funded"**.
2. This sworn statement is submitted by _____ whose business address is
[Name of entity submitting sworn statement]
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal *law* by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment B, Public Entities Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

**ATTACHMENT "D"
CONFLICT OF INTEREST STATEMENT**

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

- A. I am the _____ (TITLE) of _____ (COMPANY) with a local office in _____ and principal office in _____.
- B. Said entity is submitting this bid/offer to ITB-24-14568-RJ titled **"Kempfer Road Drainage Project – Locally Funded"**.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment D, Conflict of Interest Statement, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp) _____ NOTARY PUBLIC, State of _____

**PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<**

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

**ATTACHMENT "E"
DRUG-FREE WORKPLACE CERTIFICATION**

(Information is collected, but will not be used for evaluation purposes)

The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID – IF APPLICABLE

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

**ATTACHMENT "F"
EXPERIENCE OF BIDDER**

The following questionnaire shall be completed by the Bidder to assist in the evaluation of the bid submittals.

1. **FIRM NAME:** _____
- Address: _____
- City/State/Zip: _____
- Phone: _____ Fax: _____
- Name of primary contact responsible for work performance: _____
- Phone: _____ Cell Phone: _____
- Email address: _____
- Name of alternate contact should primary not be available: _____
- Phone: _____ Cell Phone: _____

2. **PERSONNEL:** Please provide the current composition of your workforce:

Description	Number
Total Number of Employees	
Management	
Technical	
Clerical	

3. **EXPERIENCE:**
- Years in business: _____
- Years in business under this name: _____
- Years performing this type of work: _____
- Value of work now under contract: _____
- Value of work in place last year: _____
- Percentage (%) of work usually self-performed: _____
- Name of subcontractors you may use: _____
- Has firm: Failed to complete a contract: _____
- Been involved in bankruptcy or reorganization: _____
- Pending judgment claims or suits against firm: _____
- What company do you use for pre-employment criminal background checks? _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

4. SAFETY:

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had any job related fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.

5. INSURANCE AGENCY COMPANY NAME: _____

Agent Contact: _____ Phone: _____

Total Bonding Capacity: \$ _____

Value of Work Presently Bonded: \$ _____

6. LOCAL SERVICE FACILITY:

Name of local service center: _____

Address of local service center: _____

Telephone number: _____

Contact person: _____

7. WORK EXPERIENCE:

List your three (3) most significant commercial projects where the contract was similar in scope and size to this Bid completed in the last three (3) years:

Reference #1:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #3:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment F, Experience of Bidder, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20__, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

ATTACHMENT "G"
PROPOSED SCHEDULE OF SUBCONTRACTOR PARTICIPATION
(WITH MWBE, SDVBE, and LSBE DESIGNATION)
(Not required but collected)

Subcontractors will not be utilized for this project.

NAME OF CONTRACTOR/CONSULTANT:						
PROJECT NUMBER: ITB-24-14568-RJ				PROJECT: Kempfer Road Drainage Project – Locally Funded		
DATE:				TOTAL PROJECT AMOUNT:		
SUBCONTRACTOR NAME	SUBCONTRACTOR MINORITY CODE (IF APPLICABLE)	PHONE NUMBER	SCOPE OF WORK TO BE SUBCONTRACTED	DOLLAR VALUE	PERCENTAGE OF TOTAL PROJECT AMOUNT	CERTIFYING AGENCY

MINORITY CODE	CODE DESCRIPTION	MINORITY CODE	CODE DESCRIPTION
AA	African American	W	Woman
A	Asian/Pacific Islander	SDWBE	Service Disable Veteran
H	Hispanic	LSBE	Local Small Business Enterprise
NA	Native American		

TOTAL DOLLAR VALUE _____ **PERCENTAGE OF TOTAL PROJECT AMOUNT** _____

Total Minority Participation: _____

The Bidder, _____, will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with Osceola. I declare that I have read the terms and conditions of the solicitation and the statement in this bid submission are true to the best of my knowledge.

Signature: _____ Date: _____
Print Name: _____ Title: _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

**ATTACHMENT “H”
VENDOR DEMOGRAPHICS SURVEY**

Company Name: _____

Company Address: _____

City, State, ZIP: _____

Telephone: _____ Fax: _____

Email: _____

- How many people comprise your workforce?
- Based on your current workforce, how many employees are residents of Osceola County?
- Is your company currently certified as a Local Small Business Enterprise, Minority, Woman or Service-Disabled Veteran Owned Business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to RFP due date.)
 Yes No

If yes, please enclose a copy of your Certificate with your bid submission.

- Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	MALE	FEMALE
Hispanic/Latino		
Caucasian/White		
African American/Black		
Asian/Pacific Islander		
American Indian/Native American		

Thank you for participating in this survey.

Preparer’s Name : _____ Date: _____
(PLEASE PRINT)

Preparer’s Signature: _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

ATTACHMENT "I"
ARTICLES OF INCORPORATION / CORPORATE DOCUMENTS

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document is authorized to bind the corporation. Examples include:

1. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
2. A copy of a resolution listing the members of staff as authorized signatories for the company.
3. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

Corporation Partnership Non-Profit
 Joint Venture Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security number: _____

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

ATTACHMENT "J"
Osceola County Board of County Commissioners
SUBSTITUTE W-9/VENDOR UPDATE FORM

This form is to be used by Divisions/Departments/Offices to request the Office of the Comptroller to add a vendor currently not in the IFAS System. Vendor to complete the information on this form.

Please print or type	Name of Firm (as shown on your income tax return)		
	Doing Business As (if different from above)		
	Address (Number, Street and Apt. or Suite No.)		
	City, State and ZIP Code (5 + 4)		
	Contact Person	Phone # (w/area code)	Fax #(w/area code)
	Email Address (1)	Web Site Address	
	Remittance Address (Number, Street and Apt. or Suite No./ or PO Box No.)		
	City, State and ZIP Code (5 + 4)		
	Email Address (2)	Phone # (w/area code)	Fax #(w/area code)

Part I Taxpayer Identification Number (TIN)		Social security number
Please select the appropriate button below that describes your business and enter to the right your Federal Tax Identification Number or *Social Security Number (Individual). The TIN provided must match the name given on Line 1 to avoid backup withholding. Foreign person to complete applicable W-8.		OR
		Employer identification number
Check appropriate box:	<input type="checkbox"/> Individual/Sole proprietor	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶.....	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Other (refer to IRS instructions)	<input type="checkbox"/> Exempt payee

Are any officers, owners, or partners employees of Osceola County? Yes No

Part II Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person.
Sign Here Signature of U.S. person ▶ Date ▶

*Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date
Telephone		

To be completed by the Comptroller's Office:		
Vendor #	Clerk's Initials	Date

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

ATTACHMENT "K"
CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES

(Contracts of \$1,000,000.00 or more)

Respondent/Contractor Name: _____
Contractor FEIN: _____
Contractor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits local governments from contracting with companies, for goods or services of One Million and 00/100 Dollars (\$1,000,000.00) or more that are on the Scrutinized Companies Lists enumerated in Section 287.135, Florida Statutes.

As the person authorized to sign on behalf of the CONTRACTOR, I hereby certify that the company identified above in the section entitled "CONTRACTOR Name" is not listed on the Scrutinized Companies Lists. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the CONTRACTOR to termination of the Agreement, civil penalties, attorney's fees, and/or costs.

CERTIFIED BY: _____
Authorized Signature

Date: _____

Print Name: _____

Print Title: _____

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

**ATTACHMENT “L”
SOLICITATION RESPONSE IDENTIFICATION LABEL**


NOTICE TO ALL BIDDERS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.



 SEALED BID*****DO NOT OPEN*****SEALED BID*****DO NOT OPEN		
SOLICITATION NUMBER	ITB-24-14568-RJ	
SOLICITATION TITLE	Kempfer Road Drainage Project – Locally Funded	
PROCUREMENT ANALYST	Rebecca Jones	
DUE DATE	Tuesday, May 28, 2024	TIME: 2:00 PM
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		
PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE. 1 Courthouse Square, Suite 2300, Kissimmee FL 34741 Bids may not be delivered to any other Osceola County office location. It is BIDDER’S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.		

Bid No. ITB-24-14568-RJ	Bid Due Date: Tuesday, May 28, 2024, at 2:00 P.M. Local Time	Advertised Date: Sunday, May 5, 2024, & Thursday, May 9, 2024
Procurement Analyst: Rebecca Jones Email: rjon2@osceola.org	Respond to: 1 Courthouse Square, Suite 2300 Kissimmee, Florida 34741 Phone: (407)742-0900 Fax: (407)742-0901	
Bid Title: Kempfer Road Drainage – Locally Funded		

ATTACHMENT “M”

Florida Department of Transportation (FDOT) Prequalification Requirements / Letter: Bidders are to provide a copy of their FDOT issued prequalification letter for the following Work Group.

The prime Contractor or their sub-contractors shall be FDOT Prequalified per Chapter 337.14 F.S. and Rule 14-22 F.A.C. in the following work classes:

- A. The prime Contractor shall be Florida Department of Transportation (FDOT) Prequalified per Chapter 337.14 F.S. and Rule 14-22 F.A.C. in following work classes:

27. Minor Bridges

Attached is the Bidder’s prequalification letter for the prime.

FDOT PREQUALIFICATION LETTER	
Work Class	FDOT Prequalified Firm
27. Minor Bridges	Prime:

>> Failure to submit this form may disqualify your response. <<<