

ADDENDUM NO. ONE (1)

The Construction Drawings and/or Project Manual for the above project are amended in the following particulars and in these particulars only. All provisions of the original drawings and/or specifications shall remain in force, except as specifically modified or changed herein or by other Addenda issued by the Architect. This Addendum is hereby made part of the Contract Documents. Be sure to note Addendum No. 1 Acknowledgment on Bid Proposal Forms.

PROJECT MANUAL/SPECIFICATIONS/CLARIFICATIONS (PM):

- Item No. PM-1: Refer to Section 00 07 00, Invitation To Bid; paragraphs 1.1.A and 1.1.E and CHANGE the Bid Date to FEBRUARY 20, 2020 at 2:30 pm (CT).
- Item No. PM-2: Refer to Section 00 10 00, Instructions To Bidders:
- a. Refer to Paragraph 1.1.G(2) and CHANGE the Bid Date to FEBRUARY 20, 2020 at 2:30 pm (CT).
 - b. Refer to Paragraph 1.10.A and CHANGE the last day to submit RFI's to FEBRUARY 10, 2020 at 3:30 pm (CT). Submit questions via the Bidding Website.
 - c. Refer to Paragraphs 1.17.A and B and CHANGE the Bid Date and Bid Opening to FEBRUARY 20, 2020 at 2:30 pm (CT).
 - d. Refer to Paragraph 1.19 and ADD the following Subparagraph B:
"B. The U.S. Dept. of Labor Davis Bacon PAYROLL Form (OMB No.: 1235-0008), Exhibit AA is a requirement for this Project."
 - e. Refer to Paragraph 1.21, Scheduling and Completion:
 1. Refer to Subparagraph B and CHANGE the number of days required to achieve Substantial Completion to Ninety-One (91) consecutive calendar days.
 2. Refer to Subparagraph C and CHANGE the number of days required to achieve Final Completion to Thirty-Two (32) consecutive calendar days from Substantial Completion.
 - f. ADD Paragraph "1.23, PRE-BID CONFERENCE" AS FOLLOWS:
"1.23 PRE-BID CONFERENCE:
 - A. A non-mandatory Pre-Bid Conference will be scheduled for each Project Site so that Bidders may inspect the sites as they require before providing a Bid Proposal.
 - B. Massalina Memorial Homes Site:
 1. On-Site meeting Scheduled for February 6, 2020, 2:00pm (CT) local time. Meet at the intersection of Frank Nelson Drive and Joe Lewis Drive.
 - C. Fletcher Black Memorial Homes Site:
 1. On-Site meeting Scheduled for February 6, 2020, 3:30pm (CT) local time. Meet at the Maintenance Complex on Bob Sikes Drive."

Item No. PM-3: Refer to Section 00 31 00, Exhibit A, Bid Proposal Form:

a. Refer to Paragraph 1.1.E:

1. CHANGE the expected date of Intent To Award to February 26, 2020.
2. CHANGE the expected date of the executed Contract approved by Owner to March 3, 2020.
3. CHANGE the expected date of Notice To Proceed to March 4, 2020.
4. ADD Subparagraph 4 to read as follows: "Substantial Completion is required within Ninety-One (91) consecutive calendar days following the written Notice To Proceed. Substantial Completion would be on or before June 4, 2020 if the NTP is issued on 03/04/20.

DRAWINGS:

None.

End of Addendum No. 1

Attachments: Updated Specification Sections: 00 07 00, Invitation To Bid; 00 10 00, Instructions To Bidders; 00 31 00, Bid Proposal Form Exhibit A, to include Addendum #1 dated 01/31/20.

SECTION 00 07 00 – INVITATION TO BID

PART 1 - GENERAL

1.1 INVITATION TO BID:

- A. Notice is hereby given that signed, sealed, and delivered bids shall be received from pre-qualified Contractors by the Owner no later than February 20, 2020 until 2:30 pm (CT) local time, for the work described in the construction of:

PANAMA CITY HOUSING AUTHORITY (PCHA)
PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01
MASSALINA MEMORIAL HOMES SITE & FLTECHER BLACK MEMORIAL HOMES SITE
Panama City, FL - FLA Project No. 4274-02

- B. In order for bids to be considered, they must be in the possession of the Owner's Agent on or before the date and time noted above.
- C. Mail or hand deliver all bid proposals as noted below:

PANAMA CITY HOUSING AUTHORITY
2315 Ruth Hentz Avenue
Panama City, Florida 32405

Attention: Mike Johnson, Project Manager

***Oral, telegraphic or electronic proposals will not be considered.

- D. All bid proposals must be submitted in one (1) fully executed original form (marked Original) and one printed copy, and one (1) electronic copy (USB jump drive or readable CD) and must be signed, sealed (corporate seal), and securely sealed in an envelope or suitable conveyance, and clearly marked on the outside to show the date and time, and must be designated as "SEALED BID FOR PANAMA CITY HOUSING AUTHORITY PHASE 1 DEMOLITION PROJECT PCHA RFP #2020-01" and indicating the respondent's name, address, date and time of opening.
- E. Bid proposals will be read aloud publicly at the bid opening on FEBRUARY 20, 2020 at 2:30 pm (CT) local time. The bid results will be posted on the Owner's and Architect's procurement websites.
- F. Bids and supporting documents will be evaluated by the Architect and the Owner's Agent.
- G. Further, Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids. Each Bid shall be valid and binding for a period of sixty (60) days after opening.
- H. Proposals received after the published time or date, or incomplete proposals, will not be accepted.
- I. **Refer to Section 00 10 00, Instructions to Bidders for Bid Proposal information requirements.**

- J. Refer to Section 00 70 00, General Conditions of the Contract, Form HUD-5370 (01/2014) including Exhibit AA, U.S. Department of Labor Davis Bacon Act Payroll Form.
- K. Inquiries regarding this Request for Proposal should be directed to:

Joseph Sorci, AIA, via emailto: jsorci@floridaarchitects.com

1.2 DOCUMENTS:

- A. Documents will be available as follows:
 - 1. Owner's Procurement Website:

Panama City Housing Authority
www.Panamacityhousing.org
 - 2. Bid Documents may be obtained from the Architect and on the Architect's procurement website. Bidders must call or email the Architect to register for access to the documents:

Florida Architects, Inc.
103 W. 5th Street
Panama City, FL 32401
850.257.5400
jsorci@floridaarchitects.com
 - 3. Addenda will be posted to the Owner's procurement website. Be sure to periodically check this website for any Addenda and/or additional information. Please register with the Architect for direct notifications. Registering with the Architect and checking the website is the Bidders responsibility.
- B. Documents may be viewed at no cost at the office of the Architect's Office when a time is prearranged by telephone.

END OF SECTION 00 07 00

SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS AND INFORMATION TO BIDDERS

- A. Bid proposals shall be on forms included in this bid package (Bid Form, Exhibit A, Section 00 31 00).
- B. The Bidder will provide bid security in the form of a Bid Bond or Cashier's Check in the amount of Five Percent (5%) of the amount of the Bid total. Refer to Exhibit B, Section 00 44 00, Bid Bond, AIA Document A310.
- C. Bidders shall agree not to withdraw their bid proposal for a period of sixty (60) days after the date for opening of bids.
- D. If the Contractor does not provide the executed contract, labor and performance bonds and insurances within the time specified or otherwise time extension authorized by Addendum, the Owner has the right to retain the bid security for their use.
- E. Certificates of Insurance will be of the successful Bidder in the amounts specified in the General Conditions of the Contract as well as Performance Bond and Payment Bond (Refer to Exhibits J and K) in the amount of 100% of the Contract Price.
- F. Each Bidder shall include in his bid amount the cost of bonds and insurance.
- G. Bid proposal documents will be assembled and submitted in an appropriately sized envelope for submission with the name of the project appearing legibly on the outside of the envelope – refer to Section 00 07 00, Invitation to Bid for additional information.

1. The Bid opening will take place at the following address:

PANAMA CITY HOUSING AUTHORITY
2315 Ruth Hentz Avenue
Panama City, Florida 32405

The Bid date will be:

2. February 20, 2020 at 2:30 pm (CT), local time

- 1.2 Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids. Each Bid shall be valid and binding for a period of sixty (60) days after opening.

1.3 BID SUBMITTAL REQUIREMENTS

- A. Attached Bid Proposal Form is to be used, Section 00 31 00, Exhibit "A"
- B. Bid Bond, AIA Document A310 – 1970, (Exhibit "B" - Refer to Section 00 44 00, Bid Bond)
- C. List of Subcontractors, AIA Document G805 – 2001, Exhibit "C"
- D. Drug Free Workplace, Exhibit "D"
- E. E-Verify Background Check, Exhibit "E"
- F. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, PUBLIC ENTITY CRIMES Exhibit "F"
- G. Anti-Collusion Clause, Exhibit "G"
- H. Conflict of Interest Disclosure Form, Exhibit "H"
- I. Addendum Acknowledgement Form, Exhibit "I"
- J. Labor and Material Payment Bond, Exhibit "J"
- K. Performance Bond, Exhibit "K"
- L. Trench Safety Act Form, Section 00 91 00

1.4 FORMS TO BE USED WITH THIS CONTRACT:

- A. Form HUD-5370 (1/2014), Section 00 70 00, Conditions of the Contract
- B. U.S. Dept. of Labor Davis Bacon PAYROLL Form (OMB No.: 1235-0008), Exhibit AA

1.5 AIA FORMS USED WITH THIS CONTRACT:

- A. A310 Bid Bond, (Exhibit "B" - Refer to Section 00 44 00, Bid Bond)
- B. G701 Change Order
- C. G702 Application and Certificate for Payment
- D. G703 Continuation Sheet for G702
- E. G704 Certification of Substantial Completion
- F. G706A Contractor's Affidavit – Release of Liens
- G. G707 Consent of Surety to Final Payment
- H. G709 Proposal Request
- I. G710 Architect's Supplemental Instructions
- J. G714 Construction Change Directive

1.6 DEFINITIONS:

- A. The Bidding Documents include the Bid Scope Documents, the Conditions of the Contract Form HUD-5370, Section 00 70 00 (including U.S. Dept. of Labor Davis Bacon Act Payroll Form, Exhibit AA and Section 00 82 00 Special Conditions), and the Specifications (Project Manual), including any Addenda issued prior to the receipt of bids.
- B. The Bid Scope Documents include the Invitation to Bid, Information to Bidders, Summary of the Work, Bid Form, and sample bidding and contract forms.
- C. The Contract Documents consist of the Agreement, the Conditions of the Contract Form HUD-5370, Section 00 70 00 (including U.S. Dept. of Labor Davis Bacon Act Payroll Form, Exhibit AA, and Section 00 82 00 Special Conditions), the Specifications (Project Manual), all Addenda, and all modifications thereto, and the Contract between the Owner and the Contractor.
- D. Addenda are written and graphic instruments issued by the Architect and forwarded by the General Contractor to Subcontractors prior to the time of receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- E. A Bid is complete and properly signed, sealed, and notarized proposal to do the work for the sums stipulated, supported by data called for by the Bidding Documents.
- F. Base Bid is the sum for which the Bidder offers to perform the work described in the Bidding Documents as the Base.
- G. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the project scope or materials or methods of construction is described in the Bidding Documents.
- H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or the Contract Documents.
- I. Where reference is made to the Architect, it shall mean the designated representative of the Architect/Engineer.
- J. Wherever in the Specifications/Project Manual there is a reference to the "Contractor" (or "G.C."), or "Construction Manager" (or CM), such reference shall be interpreted to mean the "General Contractor".

1.7 QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS:

- A. In order to be qualified, a Bidder must be able to present evidence that he (they) are currently registered with or hold an unexpired certificate as a Contractor, issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, Part I Licensing of Construction Industry, Florida Statutes. In order to be qualified, if the Bidder is a Corporation, he must be properly registered with the State of Florida, Department of State, Division of Corporations, and must hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.

- B. Furthermore, the Agreement will only be entered into with responsible Contractors, found to be satisfactory to the Architect and the Owner's Agent, qualified by experience and in a financial position to do the work specified.
- C. The Contractor will be required to engage a qualified independent testing and inspection consultant, and a Florida Licensed Asbestos Remediation Contractor acceptable to the Architect and the Owner's Agent, with capabilities to prepare reports during the term of the project.
- D. The Contractor will be required to engage a qualified Florida Licensed Surveyor to provide a physical and topographical survey of each property before demolition/construction and again after construction as an As-Built Survey.

1.8 METHOD OF BIDDING:

The work described in these documents is the sole responsibility of the Contractor. The work of each Subcontractor is described in the Description of Work of each Specification Section and as noted on the documents and shall be identified in the contract with each Subcontractor.

1.9 EXAMINE BIDDING DOCUMENTS AND SITE VISIT:

- A. The Bidder shall be held to have examined the premises and sites so as to compare the existing conditions with the diagrams and Specifications/Project Manual, and to have satisfied himself as to the condition of the premises, any obstructions, the actual levels, and all other work necessary for carrying out the project, before delivery of his proposal. The Bidder shall also acquaint himself with the character and extent of the Owner's Agent's and other Contractor's operations in the area of the work, so that he may make his construction plans accordingly. No allowances or extra payment will be made to a Contractor for, or on account of, costs or expenses occasioned by his failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's Agent or a Subcontractor's ongoing activities.
- B. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner's Agent, nor the Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents (available by registering with the Architect)
- C. The Owner's Agent or Architect in making, or having made, copies of the Bidding documents and Contract Documents available, does so only for the purpose of obtaining bids on, or construction of, the Work and does not confer a license or grant for any other use.

1.10 DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or Contract Documents or of site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents or Contract Documents shall make a written request to the Architect by February 10, 2020, 3:00 pm (CT) local time. Interpretations will not be made orally.
- B. Any interpretations, corrections, or change of the Architect's Bidding Documents will be made by Addendum by the Architect and issued to registered bidders by the Architect. Interpretations, corrections, or changes of Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections, and changes.
- C. Addenda will be posted to the Architect's Procurement Website for all bidders registered with the Architect.
- D. All emails to the Architect for clarification or interpretation of the documents will be accepted by the Joseph Sorci, AIA via email: jsorci@floridaarchitects.com (also refer to Section 00 07 00, Invitation to Bid for additional information). The Architect is the preparer of the Bidding Documents and Construction Documents and, as such will be the interpreter of the Documents, and will be the only party authorized to issuance clarifications, modifications, or interpretations regarding this project.

1.11 BID PROPOSAL FORM:

- A. The Bidder by submitting his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Each bid shall be submitted on the bidder's letterhead following (matching) the bid proposal form bound in the Bid Scope Documents with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. Each bid shall be submitted in duplicate (one marked "Original" and one (1) electronic copy on a jump drive or readable CD) (also refer to Section 00 07 00, Invitation to Bid for additional information).
- C. All interlineations, alterations, or erasures shall be initiated by the signer of the bid.
- D. Fill in all spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit the Bid, the bid security, and all other documents required to be submitted with the Bid, in a sealed opaque envelope (refer to Section 00 07 00, Invitation to Bid for additional information).
- E. All requested Alternates and Unit Prices shall be bid. If alternates do not make a change in the Base Bid, enter "No Change". Failure to comply with this requirement may result in rejection of the Bid.
- F. Make the Bid in the name of the principal, and if a co-partnership, give the names of the parties. Give the complete address. If bids are submitted by an agency, provide satisfactory evidence of the agency authority.
- G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed, sealed and notarized by the person or persons authorized to bind the Bidder to the contract.
- H. The Bidder, by submitting his Bid, represents that he has read and acknowledges that the construction time frame is acceptable. The Bidder further acknowledges that his Bid is based upon the materials, system, and equipment required by the Bidding Documents without exception.
- I. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or any extension thereof made by the Addendum.
- J. Oral, telephone, emailed, faxed, or telegraph bids are invalid and will not receive consideration. No Bids received after the time fixed for receiving them will be considered. Late Bids will be returned to the sender unopened.

1.12 ADDENDA:

- A. All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof shall be acknowledged on the bid proposal (refer to Section 00 07 00, Invitation to Bid for additional information and Exhibit "I", Addendum Acknowledgement Form).
- B. Each Bidder shall ascertain prior to submitting his bid that he has obtained all Addenda issued.
- C. Addenda will be posted to the Owner's and the Architect's Procurement Website as soon as prepared by the Architect. Bidders are encouraged to register with the Architect for direct notifications. It is the Bidder's responsibility to frequently check the Owner's Procurement Website if not registered with the Architect.

1.13 ALTERNATES:

- A. Each Bidder shall bid on all Alternates listed in each part of the Bid Proposal. They will be fully considered in awarding the Contract.
- B. Bids will be considered irregular, and may be rejected, if Alternates contained in the Bid Proposal are obviously unbalanced in excess of, or below, reasonable cost analysis values.

1.14 SALES TAX:

- A. The Bidder shall include in his Bid Proposal all sales and use taxes on materials and equipment included in his Proposal which may be required by law.

1.15 INSURANCE:

- A. Refer to Specification Section 00 70 00, Form HUD-5370, Conditions of the Contract.

1.16 WITHDRAWAL OR REVISION OF BID PROPOSALS:

- A. Any bid proposal may be withdrawn or revised in writing prior to the scheduled time for opening of bid proposals.
- B. A bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of bids, and the Bidder so agrees in submitting his bid.
- C. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place, and prior to the time, designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or be by email; if by email, written confirmation over the signature of the Bidder must have been mailed and post-marked on or before the date and time set for receipt of bids. It shall be so worded as not to reveal the amount of the original bid.
- D. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with this Section, Information to Bidders and other Bid Document requirements.
- E. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

1.17 ACCEPTANCE OF BID PROPOSALS:

- A. Bids will be received on or before February 20, 2020 until 2:30 pm (CT) local time.
- B. Bids will be read aloud on February 20, 2020 at 2:30 pm (CT).
- C. Bids shall be good for sixty (60) calendar days after the bid opening. A Bid Bond is required.
- D. It is the intent of the Owner's Agent to award a Contractor to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- E. Further, the Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids.

1.18 CONSTRUCTION BONDS:

- A. The Owner's Agent will, prior to the execution of the Contract, require the General Contractor to furnish a Performance Bond (Exhibit "K") and Labor and Material Payment Bond (Exhibit "J") equal to one hundred percent (100%) of the total amount payable by the terms of the Contract.
- B. The Contractor shall deliver the required Bonds to the Owner's Agent at the date of execution of the Contract.
- C. The Bonds shall be written and executed on the forms which are included in the Bid Scope Documents. Any bonding company submitting a Bid Bond or Construction Bonds to the Owner's Agent must be licensed to transact a fidelity and surety business in the State of Florida.
- D. The Contractor shall be responsible for notifying the Owner's Agent immediately upon notification from the Bonding Company that they can no longer provide the Bonding requirements for this project, and/or if the company is not able to conduct business, or if the company goes out of business. The Contractor shall also be responsible for immediately obtaining new Bonds as required for this project and forwarding them to the Owner's Agent, if the original Bonding Company cannot provide the bonds or goes out of business.

1.19 CONTRACT AGREEMENT FORM:

- A. The form that will be used for this contract agreement shall be the "Standard Short Form of Agreement between the Owner and Contractor where the basis of payment is a STIPULATED SUM" (A.I.A.)

Document A105-2017) as modified/prepared by the Owner's Agent. Refer to Exhibit "M" at the end of this Section for a draft version of the Agreement.

- B. **The U.S. Dept. of Labor Davis Bacon PAYROLL Form (OMB No.: 1235-0008), Exhibit AA is a requirement for this Project.**

1.20 POST-BID INFORMATION:

- A. After the bids are received, tabulated and evaluated by the Owner's Agent and the Architect, the apparent low bidder shall meet for the purpose of determining any contract concerns. Contractor to provide the following information to the Owner at the meeting:
1. Designation of Work to be performed by the Bidder with his own forces.
 2. Provide a Schedule of Values with unit costs for each major item.
 3. A final list of names of the Subcontractors or other entities (including those who are to furnish materials or equipment) proposed for the principal portions of the Work.
 4. The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work. This information shall not be allowed to change during the course of the Work unless approved by the Architect/Engineer.
 5. The Bidder will be required to establish to the satisfaction of the Architect and Owner's Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - a. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner's Agent or the Architect, after due investigations, has reasonable objection to any such proposed person or entity.
 - b. If the Owner's Agent or Architect has reasonable objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity with an adjustment in his bid price, if any, to cover the difference in cost occasioned by such substitution.
 - c. The Owner's Agent may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification of the Bidder pursuant to this paragraph, bid security will not be forfeited.

1.21 SCHEDULING AND COMPLETION:

- A. Work shall be commenced by the date established in the Notice to Proceed, but in no case more than five (5) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. The work shall be Substantially Complete (as approved by the Architect and Owner).
- B. Substantial Completion shall be completed within **Ninety-One (91)** consecutive calendar days from Notice To Proceed; and
- C. Final Completion shall be completed within **Thirty-Two (32)** consecutive calendar days from Substantial Completion.
- D. Due to the required operation schedule, the need to complete this work in order to redevelop the properties, time is of the essence for this Contract.

E. LIQUIDATED DAMAGES:

1. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner's Agent shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages

are hereby agreed to be a reasonable pre-estimate of damages the Owner's Agent would incur as a result of delayed completion of the Work.

Substantial Completion Liquidated Damages Per Day: \$1,000.00

2. The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner's Agent because of the impracticality and difficulty of ascertaining actual damages the Owner's Agent will sustain. The Owner's Agent will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner's Agent will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner's Agent.
3. Permitting the Contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a wavier on the part of the Owner's Agent of any of his rights under the Contract.
4. Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within Thirty (30) consecutive calendar days after Substantial Completion. Liquidated Damages for punch list items shall commence on the (31st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner's Agent the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete:

Final Completion Liquidated Damages Per Day: \$500.00

1.22 REQUIREMENTS FOR LICENSED SUBCONTRACTORS:

- A. The Contractor must complete a form provided by the Owner's Agent for every Subcontractor. The information required will be their license # and the expiration date.

1.23 PRE-BID CONFERENCE:

- A. A non-mandatory Pre-Bid Conference will be scheduled for each Project Site so that Bidders may inspect the sites as they require before providing a Bid Proposal.
- B. Massalina Memorial Homes Site:
 1. On-Site meeting Scheduled for February 6, 2020, 2:00pm (CT) local time. Meet at the intersection of Frank Nelson Drive and Joe Lewis Drive.
- C. Fletcher Black Memorial Homes Site:
 1. On-Site meeting Scheduled for February 6, 2020, 3:30pm (CT) local time. Meet at the Maintenance Complex on Bob Sikes Drive.

END OF SECTION 00 10 00

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SECTION 00 31 00 – BID PROPOSAL FORM

(EXHIBIT “A”)

PART 1 - GENERAL

1.1 BID FOR CONSTRUCTION CONTRACT FOR: PANAMA CITY HOUSING AUTHORITY
PHASE 1 DEMOLITION PROJECT PCHA RFP No.2020-01:

A. **BID FROM:** _____

(herein after called "Bidder") a Corporate organized and existing under the laws of the State of Florida, a Partnership, or an individual.

B. **TO:** The PANAMA CITY HOUSING AUTHORITY (PCHA)
2315 Ruth Hentz Avenue
Panama City, FL 32405

Attention: Mike Johnson, Project Manager

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as Principal or Principals is, or are, named herein and that no other person and herein mentioned has any interest in this proposal or in the contract to be entered into; that this Bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith, without collusion or fraud.

C. The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the places where the work is to be done; that he has examined the drawings and specifications for the work and the contractual documents relative thereto (available by registering to bid with the Architect), and has read all the special provisions furnished prior to the opening of bids, and that he has satisfied himself relative to the work to be performed.

D. The Bidder proposes and agrees, if this Bid is accepted, to contract with The Panama City Housing Authority in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the scope-of-work identified in full and complete accordance with the shown, noted, described, and intended requirements of the Contract Documents to the full and entire satisfaction of Florida Architects, Inc. with a definite understanding that no money will be allowed for extra work except as set for in the Contract Documents, the Bidder makes the following proposal.

E. The Bidder further proposes and agrees to commence work under this Contract no later than FIVE (5) consecutive days from the date established in the Notice to Proceed issued by the Architect, and be Substantially Complete within the time as specified in Section 00 10 00, Instructions to Bidders, Paragraph 1.21. Liquidated Damages apply for failure to perform as specified in the Project Manual.

1. It is planned that the Intent To Award will be issued on or about **February 26, 2020** on the Owner's and Architect's Procurement Websites.
2. The Proposed Executed Construction Contract (including bonds and insurance) is intended to be approved by the Owner by **March 3, 2020**.
3. It is the intent that the Notice to Proceed will be issued on **March 4, 2020**.

4. **Substantial Completion is required within Ninety-One (91) consecutive calendar days following the written Notice To Proceed. Substantial Completion would be on or before June 4, 2020 if the NTP is issued on 03/04/20.**

F. After the date of Substantial Completion, an additional **Thirty-Two (32)** calendar days will be allowed for the following:

1. Completion of all punch-list items.
2. Removal of equipment, excess materials, and remaining items from the site.
3. Completion of all Contract close-out items.

G. The Bidder further proposes and agrees to execute and deliver the said Contract and the required Certificates of Insurance and Bonds, all within five (5) consecutive calendar days after receipt of the Owner's Notice of Award.

1.2 CONSIDERATION OF BIDS:

- A. The Bidder agrees that this bid may not be withdrawn for a period of sixty (60) calendar days from the opening thereof.
- B. This Bid Form shall become a part of the Contract for Construction.

1.3 ACKNOWLEDGEMENTS:

- A. Complete and attach the Addenda to the Bidding Documents Acknowledgement Form Exhibit "I".
- B. Contractor acknowledges that he has read and understands Exhibit "L", Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts (Version 02.16.2018).
- C. Contractor acknowledges that he has read and understands Exhibit "M", Form HUD-5370 Conditions of the Contract and Exhibit "N", U.S. Department of Labor Payroll Form.

1.4 BID AMOUNTS:

A. **Base-Bid Amount:** For all work associated and described on the Drawings and the Specifications not described as an Alternate:

1. Base-Bid Amount (In Words):

_____ Dollars

(\$ _____)

2. Show in both words and figure. In case of discrepancy, amount shown in words shall govern.

1.5 UNIT PRICE AMOUNTS:

A. Cost of work to demolish and remove existing concrete sidewalks:

1. _____ Dollars Per
Cubic Yard

(\$ _____)

2. Show in both words and figure. In case of discrepancy, amount shown in words shall govern.

- B. Cost of work to demolish and remove existing concrete curbs and gutters:
1. _____ Dollars Per
Cubic Yard
(\$ _____)
 2. Show in both words and figure. In case of discrepancy, amount shown in words shall govern.

- C. Cost of work to demolish and remove existing roadways and parking areas:
1. _____ Dollars Per
Cubic Yard
(\$ _____)
 2. Show in both words and figure. In case of discrepancy, amount shown in words shall govern.

1.6 SIGNATURES

- A. The undersigned Bidder holds Florida Construction Industry Licensing Board Certification Number: _____

Respectfully submitted,

1. (FIRM NAME) _____
2. Address: _____
3. By: _____
(Signature of Authorized Officer)
4. Print Name & Title: _____
5. Witness: _____
6. (Seal if bid is by a Corporation) (SEAL)

1.7 DISCLAIMER

- A. The Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, and to obtain new bids.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 00 31 00