

PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC SUSTAINABILITY (DHES)

NOTICE TO BIDDERS

INVITATION TO BID

REPLACEMENT HOUSING PROGRAM

NOTICE TO GENERAL CONTRACTORS

Sealed bids will be received by the Palm Beach County Department of Housing & Economic Sustainability (DHES), on behalf of the Homeowners identified below **until 3:00 P.M. October 17, 2019**, at the Palm Beach County Department of Housing & Economic Sustainability (DHES), at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, **and opened immediately thereafter with Bidder's name and Bid amount being read aloud**, at the same address.

PRE-BID MEETING: There shall be a pre-bid meetings at **2:00 PM, September 26, 2019**. at the Rennie Gayle property.

Construction bids will be for work to be performed at the properties owned by and located at:

Property Owner(s):	Lola Mae Cameron
Property Address:	275 NW 12th Avenue South Bay, Fl. 33493.

Palm Beach County a political subdivision of the state of Florida, through its DHES (hereinafter "DHES") intends to recommend award of two separate contracts, one contract between each property owner and the lowest, responsive, responsible Bidder that will meet all conditions and requirements necessary to complete the Work for each Replacement Home within the completion timeframes identified for all Work specified herein.

Sealed bids will be accepted from Contractors who are duly licensed in Florida pursuant to the following requirements:

- A. Bidders and their proposed subcontractors of any tier regulated by the Florida Construction Industry Licensing Board or the Construction Industry Licensing Board of Palm Beach County shall be properly qualified and licensed/certified by the appropriate Board or Boards as required by Florida Statute Chapter 489, or Special Act, Laws of Florida Chapter 67-1876 prior to the time of submission of the bid. The Bidder and subcontractors, including specialty contractors, are required to have an active State Contractors Certification or an active Palm Beach County Certificate of Competency at time of bid submittal. State of Florida Contractor's Certification /Registration license numbers or Palm Beach County Certificate Numbers must be listed at the applicable places on the Bid Form. Any bid which is submitted by a contractor who is not properly licensed/certified at the time the bid is submitted, or which lists a subcontractor who is not properly licensed/certified at the time the bid is submitted, will be rejected as non-responsive.

- B. The Contractor, subcontractors of any tier, and specialty contractors must have a valid Palm Beach County business tax receipt, except where provisions of F.S. 205.065 apply.

In accordance with F.S. 287.133(2)(a), persons and affiliates who have been placed on the convicted vendor list may not submit bids, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Ten Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list. County will not accept bids for this Work from a convicted vendor.

County reserves the right to recommend award of only one Replacement Home contract, or to recommend no award to any Bidder and cancel the solicitation, or to readvertise at County's sole discretion if deemed in the best interest of the County.

There shall be no assignment or transfer of the Bid or the Contract except with the express prior written approval of County, which may be denied or granted in the sole discretion of County.

SUBSTANTIAL COMPLETION FOR EACH OF THE REPLACEMENT HOME PROJECTS REQUIRED 200 CALENDAR DAYS AFTER ISSUANCE OF THE NOTICE TO PROCEED.

“Time is of the essence in ALL Contract Documents including but not limited to, meeting performance and substantial completion dates identified herein.” Contractor will have 200 calendar days from issuance of the Notice to Proceed for each Replacement House to complete the Work and deliver each Replacement House to each Homeowner.

BID RESPONSE: Bidder shall submit individual Bid proposals and prices for each of the two (2) Replacement Homes as one (1) BID PACKAGE. Failure to submit Bids with prices for each Replacement Homes shall result in the Bid Response deemed as ‘non-responsive.’ Bid responses shall include Specifications pages 1 thru 19, with information written in ink and signed by the Bidder or authorized agent. All of the project's specifications shall apply to each Replacement Home project. A Bid Bond in the form attached hereto must be included in the Bid response or the Bid will be deemed non-responsive and not considered. Bid proposals must be submitted on the forms provided by County and accompanied by a proposal guaranty in the form of a certified check, cashier's check, money order or a bid bond in favor of Palm Beach County in the amount of not less than five percent (5%) of the bid price. A performance bond and a payment bond (100% of Contract price) will be required of the successful bidder within fourteen days of the Notification from Owner.

Disqualification of Bidders - Any of the following causes is considered sufficient to disqualify a Bidder, and reject its proposal.

1. Interest by the same person in more than one bidding contractors' bid.
2. Collusion among or between bidders.
3. Unbalanced bids; that is bids in which the price bid is out of all proportion to the other bids received.

4. Lack of responsibility on the part of the Bidders. (For example, no bidder would be considered responsible if it had recently failed to satisfactorily carry out any previous contract with Palm Beach County).
5. Lack of the appropriate financial, material, equipment, facility, and/or personnel resources and expertise necessary to indicate its capability to meet all contractual requirements.
6. Evidence of bad character, dishonesty or lack of integrity.
7. Lack of current applicable certification and/or license for the purpose of performing the specified work.
8. A dissatisfactory record of performance and experience.
9. History of unsuccessful claims asserted by Bidder against public owners in the State of Florida, such as to establish a trend of improperly asserted claims.
10. Any other cause which, as a matter of law renders the Bid non-responsive or non-responsible.

BID PACKAGE INCLUDES THE FOLLOWING in .pdf format at the Palm Beach County Link Below:

<http://discover.pbcgov.org/HES/Pages/Construction-Bid-Package.aspx>

- a. CONSTRUCTION & DEMOLITION GENERAL CONDITIONS
- b. FEDERAL REQUIREMENTS
- c. CONTRACT AND CONTRACT DOCUMENTS
- d. ARCHITECTURAL DRAWINGS
- e. PROJECT SPECIFICATIONS
- f. GEO TECH ENGINEERING REPORT
- g. SURVEY
- h. ENVIRONMENTAL REVIEW LETTER
- i. BID BOND FORM
- j. PAYMENT BOND FORM
- k. PERFORMANCE BOND FORM

LIQUIDATED DAMAGES: Contractor agrees to pay as liquidated damages the sum of One Hundred Fifty Dollars (\$150) for each consecutive “calendar” day, beginning on day Two Hundred One (201) from the issuance of the Notice to Proceed and continuing to the date of substantial completion as approved by the project’s architect in accordance with the Contract Documents. Palm Beach County shall have the right to withhold and offset any accrued liquidated damages from progress payments and/or the final payment.

Bidder further agrees to pay as liquidated damages the sum of \$150.00 for each consecutive “calendar” day should they fail to recover and place in the new house the homeowner’s household furnishings and goods from storage within ten (10) days of issuance of the Certificate of Occupancy.

NOTICE TO PROCEED: Notice to Proceed shall be issued within thirty (30) calendar days of execution of the Contract.

SCOPE OF WORK: Bid proposal to include all Work in accordance with the attached Bid Documents and shall meet or exceed all local code, permitting, statutory and regulatory requirements as of the date the Work is performed. Work includes, but is not limited to, each of the following:

- Furnishing all labor, materials, supervision, supplies, tools, equipment, fees, expertise and services required and reasonably necessary to perform and complete the demolition of the existing dwelling on each site.
- All de-mucking, fill and compaction necessary for foundation.
- Furnishing all labor, materials, supervision, supplies, tools, equipment, fees, expertise and services required and reasonably necessary to perform and complete the construction of a Replacement Home on each site, to be approved and permitted for occupancy, constructed according to approved plans and specifications and all systems and parts thereof to be fully functional.
- Work to be strictly in accordance with all local, State, federal and regulatory and permitting requirements and DHES' funding policies and procedures.
- Moving and Storage of Owner's Household Goods and Furnishing for Duration of Project through licensed and insured moving company approved by DHES
- Mechanical, Electrical and Plumbing (MEP) drawings necessary for permitting.
- Impact fees, permit fees and water and sewer connection fees.
- Survey indicating location of new house, set-backs and grading.
- Demolition of existing structure and buried septic system and/or containers, if applicable.
- Landscaping in accordance with local governing codes.
- Restoration of the property at the site(s) to original or better condition, as described herein and more specifically identified in the attached Plans and Specifications.

HUD FUNDING: Bidders are hereby notified that the Work to be performed is funded in whole or part with financial assistance through DHES administered programs, which includes federal funding through HUD, and all regulations and requirements applicable to HUD funding shall be strictly enforced. Homeowner(s) named herein have been qualified under DHES' funding assistance program policies and guidelines prior to entering into the Contract with the successful bidder for the Work specified herein.

Bidders are notified that Palm Beach County is provided certain rights as a result of its administrative responsibilities of the federal funding and that all Bidders expressly agree to the requirements and conditions associated with County' funding obligations and oversight of the Project funds.

HOMEOWNER'S POSSESSIONS IN STORAGE: Contractor shall within ten (10) calendar days of the date on the Certificate of Occupancy, pick up and move the Homeowners' household goods and furnishings from storage and place them in the Replacement Homes' at locations as instructed by the Homeowners, at NO additional cost.

TIME IS OF THE ESSENCE FOR MOVING FURNITURE AND HOUSEHOLD GOODS FROM STORAGE TO THE REPLACEMENT HOUSE(S) FOLLOWING THE CERTIFICATE OF OCCUPANCY.

Contractor agrees to pay as liquidated damages the sum of One Hundred Fifty Dollars (\$150) for each consecutive “calendar” day that the Homeowners’ furniture and household goods remain in storage or have not been placed at the Homeowner’s Replacement Home, beginning on calendar day eleven (11) following the date of the Certificate of Occupancy for each Replacement Home. Any such liquidated damages may be deducted from any monies still due and owing the Contractor at the discretion of the County, or shall be paid by the Contractor to County by separate check.

The following documentation provided for guiding Bidders in properly preparing their bids, and Bidders hereby advised that strict compliance is required with all of applicable provisions of the funding provided.

INSTRUCTIONS TO BIDDERS

Governing Order of Contract Documents - The Contract Documents include various divisions, sections and conditions which are essential parts for the Work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract:

- Addenda
- Invitation to Bid an
- Special Conditions
- General Conditions
- Technical Specifications/Drawings/Plans
- Permits

After award, the Contract Documents, change orders, supplemental agreements, and revisions to plans and specifications will take precedence over any of the above. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then County shall resolve the conflict in any manner which is acceptable to County and which comports with the overall intent of the Contract Documents.

1. **INCONSISTENCIES AND INTERPRETATIONS:** Abbreviations of DHES and DES may be used interchangeably for the Palm Beach County Department of Housing & Economic Sustainability. Any seeming inconsistency between different provisions of the bid documents or any point requiring explanation must be inquired into by the bidder in writing at least five (5) business days prior to the time specified above for opening bids. After bids responses are opened, the bidders shall abide by the decisions of DHES as to any interpretations. No interpretations of the meaning of the plans, specifications or other bid documents will be made orally to any bidder and oral interpretations and explanations cannot be relied on. All questions and interpretations should be submitted directly to **David Schwarz, dschwarz@pbcgov.org** and if County agrees that a response is appropriate, such response shall be made in writing to all persons who have obtained the Invitation to Bid.

Failure of any bidder to receive or know about any such addendum or interpretation shall not relieve any bidder from any obligation under its Bid as submitted. All addenda so issued shall become a part of the bid documents. It is the sole responsibility of the bidder to monitor the website and email for updates of addenda.

5. **SITE VISITS:** Bidders or their designated representatives are requested to visit the property identified above to fully acquaint themselves with existing conditions there and with the work specified herein. Such visit shall be scheduled and coordinated by the DHES and shall take place in the presence of a representative of DHES. Notice of site visit will be posted by DHES on the website at least 5 days prior to the scheduled visit. Requests for schedule for visit shall be made via email to: **David Schwarz, dschwarz@pbcgov.org.**

6. **BID PRICES:** No unbalanced Bids or front-end loading of Bids will be accepted. If in the opinion of County, a Bid Item contains inadequate or unreasonable prices for any item, Bid items are not in line with industry standards or averages for the items, then County can, in its sole discretion reject the Bid in its entirety. In order for a bid to be balanced each item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are provided and/or installed and billed at the beginning of a project also result in "front-end loading". No Front-end loading of bids: This occurs when a bidder submits a relatively high price on items which are normally complete or substantially completed, in the early phases of construction. These items may include: mobilization, clearing and grubbing, maintenance of traffic, insurance and bonds, and/or stored materials. In this context these items would be billed at the beginning of the project and, if paid as billed, result in excess County money expended at the beginning of the project. In bids where a discrepancy exists between the true and correct sum of itemized costs and the total cost (if any) provided by the Bidder, then the true and correct mathematical sum of the itemized costs shall prevail.

Any alteration, erasure, interlineation or failure to specify prices for all items in the bid shall render the bid non-responsive. All prices quoted in the bids shall include all applicable sales taxes. Bids are valid and binding for ninety (90) days after the established bid opening date.

All prices quoted in all bids shall include all fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction work intended under this Program.

7. **Patent:** The Contractor shall indemnify and hold harmless the Homeowner(s) and Palm Beach County, and their agents, employees and contractors, free from all claims, costs, fees and damages, from any and all suits and actions of every name and kind and description that may be brought against said Homeowner(s) and Palm Beach County on account of any invention or patent, and from any and all suits or actions that may be brought against said Homeowner(s) and Palm Beach County for the infringement of any and all patents or patent rights claimed by any person, firm or corporation.

8. **Taxes:** Unless otherwise provided herein, the Contractor shall pay sales, consumer, use, and other similar taxes which are now legally enacted or which are reasonably foreseeable by virtue of discussion in public forums or scheduled to go into effect in the future, when the Contract is executed, and shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work specified herein.

9. **SUBMISSION OF BIDS:** Bid must be signed by a person duly authorized person, and in case of signature by an employee or agent of the company, the principal's properly written authorization providing signature authority on behalf of the company to such employee or agent must accompany the bid.

Each bid must be enclosed in a sealed envelope which shall be clearly labeled with the words "Bid Documents" and marked with the project name, name of bidder, and date and time of bid opening.

Sealed bids will be accepted from Bidders who are duly licensed General Contractor, Building Contractor or Residential Building Contractor, and all bids are to conform with the requirements of the bid documents and must be submitted to the address shown below, on or before the date and time indicated first above:

10. **WITHDRAWAL OR MODIFICATION OF BIDS:** Bidders may correct their bids, and may withdraw inadvertently erroneous bids any time prior to the time set for bid opening. Mistakes discovered before bid opening may be modified or withdrawn by written notice from the bidder, signed in the same manner and by the same person who signed the submitted bid, and received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections or clarifications in bids shall be permitted only to the extent that the corrections do not materially affect the terms, conditions and specifications, and are subject to County's review and approval.
11. **REJECTION OF BIDS:** County reserves the right to reject any or all Bids, and/or to re-advertise, to waive any irregularities, informalities, or technicalities therein, to negotiate Contract terms with the successful bidder, to disregard all non-conforming, non-responsive, unbalanced Bids, or to accept any Bid that in the County's judgment will best serve the public interest and be most advantageous to the Homeowner and the County. County and Homeowner reserve the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County or the Homeowner.

THERE IS NO VALID CONTRACT UNTIL A PROPOSED CONTRACT IS APPROVED AND EXECUTED BY THE HOMEOWNER(S), at their sole and absolute discretion. No Work shall commence until the Homeowner(s) have executed a Contract and the Notice to Proceed is issued. Contractor proceeds at his own risk in any Work beginning prior to that execution.

In consideration of the County's and/or Homeowners' evaluation of submitted Bids and participation in this process, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever against the County and the Homeowner(s) including but not limited to, lost profits and consequential damages and any costs or expenses in preparation of the Bid Response, in the event the County or Homeowner exercises its rights provided for in this subsection Bidder submits its Bid Response at its sole cost and expense and at its own risk.

The County reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations and to complete the work contemplated. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders.

12. **CONTRACT AWARD:** Upon close examination of all bids, County will make a determination of the apparent lowest, responsive, responsible bidder that best meets the terms, conditions and specifications which will be most advantageous and result in the best interest of Palm Beach County and the Homeowner(s). Such bidder will be the recommended awardee for the Work embraced by this bid, and County may recommend contract award with such bidder to the Homeowner(s). The Homeowner(s) may then enter into a construction contract with the bidder recommended by County.

Furthermore, the Homeowner(s) reserve the right to accept any or all items of an acceptable responsive bid. Should the low responsive bidder recommended to the Homeowner(s) fail to enter into a timely contract with the Homeowner as provided, County may rescind the award recommendation, and recommend the award to the next lowest, responsive, responsible bidder. Such bidder shall then fulfill every stipulation as if it were the original bidder recommended for contract award.

13. **GUARANTEE:** The completed Work including all labor and material and equipment shall be guaranteed for a period of one (1) year from the date of final acceptance of the completed project as required by the Contract. Furthermore, the Contractor will furnish the Homeowner(s), in care of DHES, all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract. All roofing work will carry a five (5) year warranty with all representations and warranties typical of residential roof warranties in this geographic area.

14. **BONDS:** For federally funded construction projects of \$150,000 (the Federal Simplified Acquisition Threshold) or more, the minimum bonding requirements are as follows:

- 5% bid bond;
- 100% payment bond;
- 100% performance bond.

For federally funded construction projects of less than Federal Simplified Acquisition Threshold, the County's Bond requirements will control. Bidders are required to submit a bid bond, payment bond, and performance bond on a form approved by County for all construction projects of \$150,000 or more..

A. Bid Bond: Bid bond shall be written on the Bid Bond form, included as part of the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his/her power of attorney. If a bid bond is submitted on a form other than that provided, such submission may result in the bid being declared non-responsive.

Checks and money orders shall be made payable to Palm Beach County Board of County Commissioners.

B. Payment and Performance Bond:

- 1) Contractors shall furnish a Performance Bond and a Payment Bond or a Public Construction Bond, as applicable, in an amount at least equal to the contract price as security for the faithful performance of the Contract and payment of all contractors, subcontractors and other person supplying services or work under the Contract Documents. The following requirements shall be met by all surety companies furnishing performance, payment or other type of bonds:

- 2) At the time of submittal and prior to acceptance of any bond by the County, the surety company must be listed on the U. S. Department of Treasury, Bureau of Fiscal Service, entitled Department of the Treasury's Listing of Certified Companies. Any department requiring this listing shall contact the Contract Development Control Division or go to http://www.fiscal.treasury.gov/fsreports/ref/suretybnd/c570_a-z.htm.
- 3) The bonding limit of the surety company (i.e. the amount of bonds acceptable on any one project) shall not exceed the limits indicated in the U. S. Treasury listing unless the surety company submits reinsurance agreement form indicating the amount above the bonding limit is insured by another surety company also on the U. S. Treasury listing.
- 4) All surety companies are subject to approval and may be rejected in accordance with the policies set forth herein.
- 5) The surety company must certify that it is authorized to do business in the State of Florida. Such proof must be submitted to the County staff upon request or with the performance/payment bond.
- 6) The insurance agent must be authorized to do business in the State of Florida and must submit proof of same to the County upon request.

15. **GENERAL CONTRACTOR'S INSURANCE:** In conjunction with Contract award and execution of a Contract as described above, the successful bidder shall maintain, on a primary basis, and at the successful bidder's sole expense, the insurance coverages, limits, and endorsements, described below during the term of the contract for the work specified herein. As the successful bidder, you are advised that the Contract you execute shall require that you immediately cease all Work in the event of any lapse in insurance coverage. Furthermore, as the successful bidder, you are advised that any interruption of Work due to a lapse in insurance coverage shall not cause an extension of the construction contract completion date.

As the successful bidder, you are advised that the requirements contained herein, as well as County's review or receipt of insurance maintained by you are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by you under a contract made in connection with this Program.

The successful bidder shall provide Palm Beach County and the Homeowner(s) with a certificate of insurance that complies with the following:

- A. **NAME OF INSURED:** The successful bidder's name appearing on the certificate as the insured must match the name on the successful bidder's license to perform construction work.
- B. **INSURANCE COVERAGES:** The certificate of insurance shall contain coverages, limits, and endorsements that are in full force and effect as follows:

1. Commercial General Liability:

Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not include any endorsements or limitations excluding contractual liability, products/completed operations liability, cross liability, or roofing activities.

2. Business Automobile Liability:

Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for owned, non-owned, and hired auto liability. If you do not own any automobiles, you must maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence, for non-owned, and hired auto liability, which may be satisfied by way of an endorsement to the Commercial General Liability, or by a separate Business Automobile Liability policy.

3. Worker's Compensation and Employer's Liability Insurance:

Worker's Compensation and Employers Liability insurance at the Florida statutory limits through direct insurance, or Worker's Compensation and Employers Liability insurance at the Florida statutory limits through an employee leasing company pursuant to an employee leasing agreement with you.

4. Builder's Risk Insurance:

Builder's Risk Insurance at a limit of the full value of the construction contract during the full term of the construction contract with endorsement of the Homeowner(s), and Palm Beach County Board of County Commissioners listed as additional insured. Coverage shall not include any endorsements or limitations excluding contractual liability, products/completed operations liability, cross liability, or roofing activities.

C. ADDITIONAL INSURED: The certificate of insurance endorsement shall include Palm Beach County Board of County Commissioners and the Homeowner(s) as additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:

- CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement
- CG 2026 Additional Insured - Designated Person or Organization endorsement
- or a similar endorsement

Please note that an insurance certificate which indicates that the County is a certificate holder does not meet this requirement. Being a certificate holder is not the same as being additional insured.

D. DELIVERY AND NOTICES OF CANCELLATION: The certificate of insurance shall include a minimum thirty (30) day endeavor to notify Palm Beach County of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

Department of Housing & Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL. 33406

E. WAIVER OF SUBROGATION: By entering into any contract under this program, you agree to a Waiver of Subrogation in favor Palm Beach County and the Homeowner(s) for each policy required above. When required by your insurer, or should a policy condition not permit you to enter into a pre-loss agreement to waive subrogation without an endorsement, then you agree to notify your insurer and request that your policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy which has a condition that specifically prohibits such an endorsement, or one that voids your coverage should you enter into such an agreement on a pre-loss basis.

F. Moving Subcontractors Must be Insured: A moving subcontractor or vendor who will be removing and replacing the Homeowner's household property and belongs must have insurance to protect the Homeowners belongings from vandalism, theft or loss during transit and storage in sufficient amount to cover all potential Homeowner losses to be determined by Palm Beach County.

G. RIGHT TO REVIEW: Palm Beach County and the Homeowner(s) reserve the right to review, modify, or amend any required coverages, limits, and endorsements during the life of a contract under this program. Palm Beach County and the Homeowner(s) reserve the right, but not the obligation, to review and reject any insurer providing coverage on your behalf because of the insurer's poor financial condition or due to the insurer's failure to operate legally in the State of Florida.

15. **BID RESPONSE:** If selected as the successful bidder, the undersigned agrees to execute a Contract with the Homeowner(s). The undersigned proposes to furnish all Work, including, but not limited to all labor, materials, supplies, tools, equipment and services required and necessary to perform and deliver a complete and fully functional Replacement House as notice to proceed specified herein at the fixed price identified in the bid response.

The undersigned shall complete the Work within **Two Hundred (200) Calendar days** as indicated in the attached Bid response, beginning with the effective date of the Notice to Proceed to be given in accord with the Contract, and after attendance of a Pre-construction Conference. The construction Contract and all other related documents and forms to be used in connection with this project are on file for the bidder's inspection at County's offices located at the address specified herein.

16. **Work Statutory Requirements:** The undersigned also understands that the all Work shall be in conformance with the Florida Building Code, all local requirements, and County funding assistance program requirements (see attached requirements and forms to be submitted with the Bid Proposal), to include, but not limited to, all applicable local codes and ordinances, and all state statutes and regulations as may be amended from time to time, relating to the construction, repair, alteration, use or occupancy of buildings, equipment or facilities, including but not limited to the building, plumbing, heating, electrical and housing codes.

In addition, the undersigned acknowledges and understands that the construction work to be performed at the property identified above is funded, in whole or in part, through monies made available under the Federal HOME program. In this regard the undersigned General Contractor also agrees to abide by and comply with all federal laws, rules and regulations pertaining to residential construction activities pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including, but not limited to each of the following:

- Section 8 Existing Housing Quality Standards;
- The Energy Policy and Conservation Act of 1975;
- HUD Lead-Base Paint Regulations;
- HOME Program Final Rule
- Section 3 of the Housing and Urban Development Act of 1968; as amended;

- Executive Order 11246, as amended by Executive Orders 11375 and 12086;
- Title VI of the Civil Rights Act of 1964; and
- Section 109 of the Housing and Community Development Act of 1974; and
- Section 504 of the Rehabilitation Act of 1973, as amended; and
- The Age Discrimination Act of 1975;

Failure to list verbatim or reference an applicable local, State or federal statute or regulation herein, or any attachment thereto, shall not relieve the parties of compliance with any appropriate regulation if such is applicable to the funding source as determined by County or the United States Department of Housing and Urban Development.

In addition, the undersigned certifies that it is not, nor are any of its officers, partners, owners or parties of interest named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs, and agrees to provide a sworn statement to this effect when requested by County. In particular, the requirements of the above mentioned Section 3 are:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

The undersigned also certifies that he/she does not, and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that the undersigned does not permit its employees to perform their services at any location under its control where segregated facilities are maintained, and the undersigned agrees further to provide a signed statement to this effect.

17. INDEMNIFICATION:

Homeowner Indemnification. To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless the Homeowner from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work specified herein, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, to the extent caused in whole or in part by negligent acts or omissions of the General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Such obligation shall be limited to One Million Dollars per occurrence. Further the indemnification off Homeowner does not include that the Contractor indemnify the Homeowner for damages to persons or property caused in whole or in part by any act, omission, or default of a party other than:

- (a) The Contractor; or
- (b) Any of the Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees; or
- (c) The Homeowner, excluding however, indemnification of claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Homeowner, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

This indemnification obligation shall not be limited by the type of damages, compensation or benefits payable by or for the Bidder or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts. This Homeowner indemnification obligation clause shall survive termination of the Contract.

County Indemnification

Contractor shall indemnify and hold harmless the County and its officials and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the indemnifying party in the performance of the Contract.

Contractor further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from its activities on the project, whether or not Contractor was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Contractor's activities.

Said indemnification by Contractor shall be extended to include all deliverers, suppliers, furnisher of material or anyone acting for, on behalf of, or at the request of Contractor. Contractor recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant. This clause shall survive termination of this Contract.

Legality and Interpretation. In case any one or more of the terms, provisions, or part of a provision, contained in this Article 17 "Indemnification" herein, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision, or part of a provision, of the Contract, but the Contract shall be construed as if such invalid or illegal or unenforceable term or provision or part thereof, had never been contained herein. Upon such determination that any term, or provision or part thereof, is invalid, illegal or unenforceable, in any of the Contract, the court is authorized and instructed to modify the provision so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated in the Contract are consummated as originally contemplated to the fullest extent possible.

18. **NO COLLUSION:** The undersigned certifies that he/she has not divulged to, discussed, or compared its bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. The undersigned also agrees to provide a sworn statement to this effect if requested. The undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal as principals, and that this proposal is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials, and we hereby agree to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations within the time limit specified in this proposal for the following lump sum (fixed price) Base Bid. The undersigned certifies that no portion of the sum of the bid will be paid to any employee of Palm Beach County or the Property Owner, as a commission, kickback, reward or gift directly or indirectly by any member of the Contractor firm or by any officer of the corporation.

19. **BID COVERS ALL EXPENSES AND FEES AND COSTS FOR COMPLETE WORK:** The undersigned does hereby declare that the Bid covers all costs and expenses of every kind incidental to the completion of said Work and the Agreement therefore, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

20. **LIVING WAGE:** The undersigned does hereby declare that it shall and each subcontractor shall pay each employee a living wage as provided for in the Palm Beach County Living Wage Ordinance.

21. **No Segregation:** The undersigned Contractor also certifies that he/she does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he/she does not permit its employees to perform their services at any location under its control where segregated facilities are maintained, and the undersigned agrees further to provide a signed statement to this effect.

22. **Liquidated Damages:** County and Contractor agree that time is of the essence in the performance of the Contract and agree that the damages which County will suffer in the event that Contractor finishes this project after the completion dates set forth in this agreement are certain but will be difficult, if not impossible, to quantify. Therefore, Contractor and County agree that the liquidated damages rate(s) set forth herein are a reasonable estimate of the amount of damages which County will suffer in the event Contractor does not timely complete the Contract. Contractor and County agree that these liquidated damages shall be assessed as damages, as provided in the Contract Documents, and that they are not, and shall never be considered to be, a penalty.

23. **Lobbying:**

23.1 Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any Commissioner or Commissioner's staff regarding its bid, i.e. a "Cone of Silence".

23.2 The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners ("board"), or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

23.3 The exceptions to the "Cone of Silence" specifically include contract negotiations during any public meeting; contract negotiations between any County Employee and the intended awardee; public presentations made to the Board; or any written correspondence at any time with any Employee, County Commissioners, or Advisory Board Member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

23.4 Violations of this section of the Ordinance are punishable by a fine of \$250.00 per violation.

ATTENTION: The successful contractor must submit their pay requests in an "editable" G702 and G703 **"type"** of spreadsheet format.

PERMIT APPLICATION: Contractor shall submit to the project's D.H.E.S. Project Coordinator a copy of the permit application within ten (10) days of executing the construction contract.

PERMIT AWARD: Contractor shall submit to the project's D.H.E.S. Project Coordinator a copy of the awarded Primary Building Permit within ten (10) days of issuance.

PROJECT SCHEDULE: Contractor shall submit within 10 calendar days after execution of Contract, a construction schedule illustrating how they shall achieve substantial completion of the project within **200 calendar days** of issuance of the Notice to Proceed.

By signing below, the bidder (General Contractor) certifies that he or she understands and will comply with all the terms, conditions and specifications as contained herein and made reference to in this solicitation as well as any attachments thereto.

Name

Company Name

Authorized Signature* Date

* Signature of licensee, or signature of person authorized by licensee whose authorization must be on file at DHES.

RETURN ALL PAGES OF THESE INSTRUCTIONS TO BIDDER AND BID PROPOSAL SPECIFICATIONS PAGES 1 THRU 18 TO DHES

GENERAL CONTRACTOR'S BID PROPOSAL CHECKLIST

- * Did you sign and certify acknowledgements and conditions above? [] Yes [] No
- * Did you use ink in to enter prices for each and every the items in the project's specifications Schedule of Values, Section 012973? [] Yes [] No
- * Did you enter information, Bid Price, and sign the Contractor Bid Information section of the project's specifications Section 012973? [] Yes [] No
- * Did you submit Specifications pages 1 thru 18 with your bid response? ... [] Yes [] No
- * **ATTN:** Have you included copies of your current Business Auto and Worker's Compensation insurance certificates with this bid response? [] Yes [] No