



BID ADDENDUM 1
Date: March 25, 2024

HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC.
WINDHORST COMMONS INFRASTRUCTURE PROJECT

This Bid Addendum 1 is a summary of amendments, additions, and extensions of time for the Bid Opening. This Bid Addendum 1 also contains important information about changes to bid quantities. This Bid Addendum is being provided in accordance with Section 6(a) of the Instructions to Bidders. Accordingly, this Bid Addendum 1 will be mailed to all contractors who have obtained a Project Manual. All contractors who submit proposals for the Habitat for Humanity Windhorst Commons Infrastructure Project should note receipt of this Bid Addendum 1 in Section 2 of the Bid Proposal (Page C.1-2). In accordance with Article 1 of the General Conditions, this Bid Addendum 1 will be considered a part of the Contract Documents.

- Updated ADVERTISEMENT OF BID
- Updated PART A – INSTRUCTION TO BIDDERS
- Updated PART C.1
- NEW – PART F – BID SCHEDULE

End of Bid Addendum 1



ADVERTISEMENT FOR BIDS – BID ADDENDUM 1

ORGANIZATION: HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY

PROJECT NAME: WINDHORST COMMONS INFRASTRUCTURE PROJECT

PROJECT DESCRIPTION: The Project includes clearing, grading, and the installation of a storm drainage system, water lines, sanitary lines with lift station, irrigation, and a road to serve a proposed twenty-three (23) home community to be located on a 4.34-acre (m.o.l.) site in unincorporated Hillsborough County, Florida (Brandon area).

PROPOSAL DUE DATE: April 19, 2024, no later than 4:00 p.m.

All proposals shall be submitted on standard forms, which are furnished in the Project Manual, and returned to the office of Habitat for Humanity of Hillsborough County, or via email to ccoyle@habitathillsborough.org, on or before the DUE DATE, and clearly marked "SEALED BID PROPOSAL FOR HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY WINDHORST COMMONS INFRASTRUCTURE PROJECT to be opened at the office of Habitat for Humanity of Hillsborough County at 12:00 P.M. on TUESDAY, APRIL 23, 2024."

Each proposal shall be accompanied by a certified check or bid bond in the amount not less than five percent (5%) of the total bid, all in accordance with the provisions contained in the Project Manual.

The Project Manual and Plans will be available to view and download at <https://www.habitathillsborough.org/> or for pick up at the office of Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa, Florida 33602 during normal business hours (a cost of \$15.00) from February 26, 2024, through April 18, 2024.

A **Pre-Bid Question Period** will be open from February 26, 2024, through April 8, 2024. The Pre-Bid Question Period will be an opportunity for prospective bidders to submit question(s) requesting clarification of any items contained in the Project Manual to Habitat for Humanity of Hillsborough County. Questions shall be sent via email to ccoyle@habitathillsborough.org. Responses will be posted at <https://www.habitathillsborough.org/> on or before April 11, 2024.



PART A

INSTRUCTIONS TO BIDDERS

SPECIFICATIONS FOR: HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA - WINDHORST COMMONS INFRASTRUCTURE PROJECT

BID OPENING TIME: 12:00 PM, TUESDAY, ~~MARCH 19~~ APRIL 23, 2024

PLACE OF BID OPENING: Office of Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa Florida 33602

TIME OF PROJECT COMPLETION: 75 calendar days after Notice to Proceed

LIQUIDATED DAMAGES: \$1,000 / calendar day

GENERAL TERMS AND PROVISIONS

1. PREPARATION OF BIDS

- (a) **Qualifications:** Any potential bidder that is presently listed on the United States Department of Housing and Urban Development Debarred list will be ineligible to submit a proposal.
- (b) The documents herein include **Instruction to Bidders** (Part A); the **General Conditions, Specifications, Construction Drawings** (Part B); the **Bid Proposal, Bid Bond, Performance Bond** (Part C); the **Agreement** (Part D); the **HOME Program Federal Requirements** (Part E); ~~and, the Bid Schedule (Part F)~~, and constitutes the entire "Bid Package" (Contract Documents) concerning this present bid matter. Said Bid Package must be the basis upon which all bid proposals are offered and the bidder must complete and submit the following documents of said contract: **THE BID PROPOSAL, THE BID BOND**.
- (c) As applies to this present bid matter, the Bidder is hereby directed to cause delivery of his/her bid proposal to the Office of Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa, Florida 33602, or via email to ccoyle@habitat-hillsborough.org, no later than **4:00 P.M. ~~MONDAY, MARCH 18~~ FRIDAY, APRIL 19, 2024**. The delivery of said bid to the Habitat for Humanity of Hillsborough County office prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the bidder. Habitat for Humanity of Hillsborough County will in no way be responsible for delays caused by the United States Postal Service, Private Couriers, Messengers or for delays caused by any other occurrence in regard to bids being delivered by the specified time so that they can be considered. All bid proposals must be manually and duly signed by an authorized corporate officer, principal, or partner (as applicable). All bid proposals must be marked: **"SEALED BID PROPOSAL FOR HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA - WINDHORST COMMONS INFRASTRUCTURE PROJECT to be opened at the office of Habitat for Humanity of Hillsborough County at 12:00 P.M. on TUESDAY, ~~MARCH 19~~ APRIL 23, 2024"**.
- (d) The enclosed Bid Proposal Form ~~(Part C.1) and Bid Schedule (Part F)~~ is are to be used in submitting your bid.
- (e) All information required by the Bid Proposal Form shall be furnished. The bidder shall print or type his/her name and manually sign each continuation sheet on which an entry is made.

- (f) Bidders shall thoroughly examine the specifications and instructions and all other contract documents.
- (g) Before submitting bid proposals, Bidders should carefully examine the site of the proposed work and make all necessary examinations and investigations to inform themselves thoroughly as to all difficulties involved in the completing of all work required pursuant to the mandates of this bid package with its requirements.
- (h) Bidders are advised that all Habitat for Humanity of Hillsborough County contracts are subject to all legal requirements provided for in applicable State and Federal Statutes.
- (i) The Bidder is solely responsible for reading and completely understanding the requirements and the specifications of the items bid. The bid opening time will be scrupulously observed. Under no circumstances will bid proposals delivered after the delivery time specified be considered. Late bid proposals will not be opened or accepted.
- (j) Bid proposals may be withdrawn upon written request dispatched by the Bidder, in time for delivery, in the normal course of business, prior to the time fixed for the opening of bid proposals; provided, however, that written confirmation for withdrawal of the Bidder is placed in the mail and postmarked or emailed prior to the time set for the opening of bid proposals. Negligence on the part of the Bidder in preparing his/her bid proposal confers no right of withdrawal or modification of his/her bid, proposal after such bid proposal has been opened by Habitat for Humanity of Hillsborough County, at the appointed time and place. Bidders may not withdraw or modify their bid proposals after the appointed bid proposal opening time and their bid proposal will be in force for a period of thirty (30) days after the bid opening time. Bidders may not assign or otherwise transfer their bid proposals prior to or after the bid proposal opening time.
- (k) At the time and place fixed for the opening of bid proposals (see Page A-1), every bid proposal properly delivered within the time fixed for receiving bid proposals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present, in person or by representative.
- (l) Attorneys-in-fact who sign bid bonds or other surety instruments must attach with each bid bond or surety instrument a certified and effectively dated copy of their power of attorney.

2. SUBMISSION OF BIDS

- (a) Bids and changes thereto shall be enclosed in sealed envelopes and addressed to Habitat for Humanity of Hillsborough County, 509 East Jackson Street, Tampa, Florida 33602. All bid proposals must be marked: **"SEALED BID PROPOSAL FOR HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY WINDHORST COMMONS INFRASTRUCTURE PROJECT to be opened at the office of Habitat for Humanity of Hillsborough County at 12:00 P.M. on TUESDAY, ~~MARCH 19~~ APRIL 23, 2024"**.
- (b) Bids must be submitted on the forms furnished. Also submit with your proposal all active existing and past 2-year litigations against your company.
- (c) Habitat is not responsible for the United States mail, private couriers, or messengers, in regard to bids being delivered by the specified time, so that they can be considered.

3. REJECTION OF BIDS

- (a) Habitat may reject a bid if:
 - The bidder misstates or conceals any material fact in the bid, or
 - The bid does not strictly conform to the law or requirements of bid, or
 - The bid is conditional, or
 - The bid arrives after the Proposal Due Date and time (see Page A-1).
- (b) Habitat may, however, reject all bids, with or without cause, whenever it is deemed in the best interest of Habitat to do so. Habitat may also waive any minor informalities or irregularities in any bid.
- (c) Habitat, in its sole discretion, will determine whether or not a bidder is a responsible bidder.

4. WITHDRAWAL OF BIDS

- (a) Bids may not be withdrawn after the time set for the bid opening, for a period of time, as specified herein.
- (b) Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

5. LATE BIDS OR MODIFICATIONS

- (a) Bids and modifications received after the time set for the bid opening will not be considered.
- (b) Modifications in writing received prior to the time set for the bid opening will be accepted.
- (c) *FAXED BIDS WILL NOT BE ACCEPTED.*

6. CLARIFICATION TO BID SPECIFICATIONS

Potential Bidders may present requests for interpretation pertaining to the specifications, construction drawings or other contract documents during the Pre-Bid Question Period. Habitat will document in writing all requests for interpretation presented during the Pre-Bid Question Period and all responses thereto and will label this documentation Bid Addendum 1. This Bid Addendum 1 (if any) will be posted at <https://www.habitathillsborough.org/> on or before MARCH 5, 2024, and emailed to all Potential Bidders who have obtained a Project Manual. The Potential Bidder submitting the request will be responsible for the prompt delivery of any such requests. To be given consideration, such request must be received within the dates fixed for the Pre-Bid Question Period. Failure of any Potential Bidder to receive any such addendum or interpretation shall not relieve said Potential Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become a part of the Contract Documents. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Habitat prior to the bid opening. *TELEPHONED OBJECTIONS WILL NOT BE ACCEPTED.*

7. HOURS OF CONSTRUCTION OPERATION

Maintain compliance with HILLSBOROUGH COUNTY noise and construction work hour ordinance(s).

8. QUALIFICATIONS FOR AWARD

Award of this contract shall be made to the bid which is responsive in all respects to these procurement requirements, and where the bidder is determined to be a responsible bidder, which determination shall be made solely at the discretion of Habitat.

The bidder affirms and declares:

- (a) That the bidder is licensed to do business within the State of Florida.
- (b) That the bidder has the capability to assure completion of the required services within the time specified under this contract.
- (c) That the bidder presently has the necessary facilities, financial resources, and licenses to complete the contract in a satisfactory manner, in conformance with all applicable local, state, and federal regulations, and within the required time.
- (d) That the bidder is of lawful age and that no other person, firm, or corporation has any interest in this bid or the contract proposed to be entered into.

9. AWARD OF CONTRACT

- (a) The contract will be awarded to the bidder whose bid, conforming to the Instructions to Bidders is most advantageous to Habitat, price, and other factors considered. Habitat shall have the sole discretion to determine which bidder shall be awarded the contract.
- (b) Nothing contained in the bid documents is intended to or creates an entitlement or property interest in the award of contract in or to the low bidder. The low bidder is not entitled to the award of the contract.
- (c) A contract will be awarded by Habitat to the bidder submitting the best bid proposal for Habitat, as determined solely by Habitat, and in compliance with the Project Specifications, (Part B) and other requirements imposed by this bid package, provided said bid proposal is considered (within the sole discretion of Habitat) reasonable and in the best interest of Habitat to accept. The successful bidder to whom a contract is awarded will be so notified by Habitat at the earliest practical date. Habitat, however, at its sole discretion, reserves the right to reject any and all bid proposals and to waive any informality concerning bid proposals whenever such rejection or waiver is in the best interest of Habitat. Habitat further reserves the right to reduce the scope of work listed in the Specifications and enter into an Agreement with the responsive bidder for this reduced scope of work at a reduced price if it is deemed in the best interest of Habitat to do so.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- (a) The CONTRACTOR agrees that the work to be performed under this Contract shall be completed within the stated calendar days from the written Notice to Proceed date. The term, "Completion," shall mean to include successful completion of all applicable governmental/regulatory inspections required for the Project. Time is of the essence for the completion of said work. Failure to complete work within the stated period, including any extension(s) granted, shall entitle Habitat to deduct from the contracted amount as "Liquidated Damages" in the stated amount per calendar day of delay.
- (b) In the event of delay in the completion of this work, beyond the agreed upon dates by the CONTRACTOR and Habitat, Habitat shall assess as liquidated damages \$1,000.00 per calendar day. These damages may be deducted from monies due, or which may become due to the CONTRACTOR under this Contract.

11. COLLUSION

The bidder, by affixing his/her signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connections with any person, firm, or corporation making a bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. PAYMENT

Payment will be made in accordance with the Agreement and with Article 9 of the General Conditions.

13. LEGAL REQUIREMENTS

The Bidder's attention is directed to the fact that all applicable provisions of all local, state, and federal laws, ordinances, rules, and regulations shall govern development, submittal, and evaluation of all bids received in response hereto; and, shall govern any and all claims and disputes, which may arise between person(s) submitting a bid response hereto; and, Habitat by and through its officers, employees, and authorized representatives or any other person(s), natural or otherwise, and lack of knowledge by any bidder, shall not constitute a cognizable defense against the legal effect thereof.

14. TERMINATION OF CONTRACT

Habitat may terminate this contract without cause upon five (5) days written notice.

15. EXCESS REPROCUREMENT LIABILITY

CONTRACTOR shall be liable to Habitat, for all expenses incurred by Habitat in reprocurring elsewhere the same or similar items or services offered by CONTRACTOR hereunder, should CONTRACTOR fail to perform.

16. ATTORNEY'S FEES

In the event it becomes necessary for Habitat to seek legal means to enforce the terms of this agreement, the CONTRACTOR will be liable for all reasonable litigation fees and cost incurred by Habitat in the prosecution or defense of such action, or in any post-judgment or collection proceedings. This shall include any bankruptcy proceedings filed by or against the CONTRACTOR.

17. ENTIRE AGREEMENT; AMENDMENT AND WAIVER

This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made, relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this agreement, constitutes the entire agreement of the parties relating to the subject matter hereof. This Agreement may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Agreement shall be effective unless in writing and executed by the party to be charged therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Agreement.

18. NOTICES

All notices, requests, demands, deliveries and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when mailed, registered or certified first class postage prepaid, as set forth below:

If to Habitat, to:

If to CONTRACTOR, to:

Chief Operating Officer
Habitat for Humanity of Hillsborough
County
509 East Jackson Street
Tampa, Florida 33602

Either party may change the persons and addresses to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

19. HOLD HARMLESS

The parties recognize that the CONTRACTOR is an independent CONTRACTOR. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless and defend Habitat, its officers, employees, agents and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims whatsoever for personal injuries or property damage, including loss of use, caused by the negligent or deliberate act or omission of the CONTRACTOR, its agents, officers, contractors or employees or anyone else for whose acts the CONTRACTOR may be liable, or arising out of the execution, performance, nonperformance or enforcement of this Agreement. The CONTRACTOR'S liability hereunder shall include all attorney's fees and costs incurred by Habitat in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against Habitat and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability Habitat may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Habitat shall have the right, at its option, to participate in the defense of any suit, without relieving CONTRACTOR of any of its obligations hereunder. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

20. BID TABULATION

IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL.

21. BID SECURITY

A Certified Check or a Cashier's Check, or in the alternative, submission of the Bid Bond (completed and signed by all required parties) which is attached or a part of the bid proposal form (Part C) will be required to accompany each bid proposal in a stated dollar amount of not less than **5 percent** of the sum of the computed total amount of the Bidder's bid proposal. Certified checks or cashier's checks shall be drawn on a solvent bank or trust company to the order of Habitat for Humanity of Hillsborough County Florida, Inc., and shall have all necessary documentary revenue stamps attached, if required by law. Surety on Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond. Personal checks will not be accepted.

22. BID ERRORS

Where bid proposals have erasures or corrections, each erasure or correction must be initialed in ink by the bidder.

23. DELIVERY TIME/LIQUIDATED DAMAGES

Bidders are hereby advised that if the Instructions to Bidders (Part A) so indicate, liquidated damages at the rate and in the amount given are to be assessed against the successful bidder not complying with a stated delivery time or performance time (or similarly stated information) as found in the Agreement, (Part D).

24. NO ASSIGNMENT OF CONTRACT

As concerns this present bid matter, and unless the Project Specifications, (Part B) indicate otherwise, no successful bidder may make any assignment of the resulting contractual agreement between the parties, in whole or in part, without the prior written authorization as may be given at the discretion of Habitat.

25. CONTRACT DOCUMENTS

Except for Titles, Subtitles, Headings, Running Headlines, Table of Contents, and Indices (all of which are printed herein, merely for convenience), the following except for such portions thereof as may be specifically excluded, constitute the Contract Document in its entirety.

Instructions to Bidders, (Part A)

General Conditions, Specifications, Construction Drawings, (Part B)

Bid Proposals, Bid Bond, Performance Bond, (Part C)

Agreement, (Part D)

HOME Program Grant Federal Requirements, (Part E)

Bid Schedule, (Part F)

Bid Addendum 1,

All other Addenda issued by Habitat following the Pre-Bid Question Period (if any)

26. SUCCESSFUL BIDDER

The successful bidder will be required to sign a written contract that has been made a part of this bid package and identified as the Agreement, (Part D). Said written contract will evidence in written form the agreement between the parties pursuant to the award having been theretofore made by Habitat to the successful bidder; said signing to be accomplished within seven (7) calendar days after Notice of Award.

27. PERFORMANCE AND PAYMENT BOND

A Performance and Payment Bond, by a company satisfactory to Habitat and authorized to transact business in the State of Florida, in an amount equal to one hundred (100) percent of the total contract amount, as awarded, will be required from the successful Bidder ~~insuring~~ensuring the faithful performance of the contract and protecting Habitat from suits for non-payment of debts which might be incurred by a contractor's performance for Habitat. The performance and payment bond form is included in the Contract Documents and shall be properly executed by the surety company and successful Bidder within five (5) business days after notification by Habitat, of award of the Contract.

28. BID BOND SECURITY

If within ten (10) calendar days after notification by Habitat of the award of said contract, the successful bidder refuses or otherwise neglects to execute the contract and fails to furnish the required performance and payment bond or an irrevocable letter of credit drawn on a Hillsborough County Bank, the amount of his/her bid security (check or bid bond) shall be forfeited and the same shall be retained by Habitat as liquidated damages; it being now agreed that said sum is a fair estimate of the amount of damages that Habitat will sustain in case said Bidder fails to enter into a contract and furnish the required security. If a Bid Bond was furnished, the full amount of the bond shall become due and payable as liquidated damages due to such failure. The full amount of the bid security shall be forfeited as liquidated damages without consideration of the fact that the award may be less than the full amount of the Bidder's proposal, excepting the basis of consideration for an award. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his deposit or as a defense to any action based upon the neglect or refusal to execute a contract.

29. AVAILABILITY

The successful Bidder must have sufficient personnel and vehicles/equipment to perform as required by the Project Specifications, (Part B) and the other Contract Documents.

30. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a joint meeting shall be held with the CONTRACTOR and Habitat. This meeting is intended to discuss the start of construction, order of work, legal requirements, insurance requirements, method of payment, and other pertinent items associated with the Project.

31. CONSTRUCTION DRAWINGS TO SUPERSEDE

In the event of conflict between the Construction Drawings and the Specifications, the Construction Drawings (which are also labeled Construction Plans) shall govern.

End of Section 'Instruction to Bidders'

PART C.1

BID PROPOSAL

PROJECT: HABITAT FOR HUMANITY WINDHORST COMMONS INFRASTRUCTURE PROJECT

By signing this bid proposal, the undersigned affirms that said bid proposal is made without any understanding, agreement, or connection with any other person, firm, or corporation providing a bid proposal for the same purpose and that this bid proposal is in all respects fair and without collusion or fraud. The undersigned understands that this bid proposal must be signed in ink and that an unsigned bid proposal will be considered incomplete and subject to rejection by Habitat for Humanity of Hillsborough County Florida, Inc.

SUBJECT TO THE DEVIATIONS STATED IN PARAGRAPH 1 BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE BIDDER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING INSTRUCTIONS TO BIDDERS (PART A); PROJECT SPECIFICATIONS (PART B); THE AGREEMENT (PART D); AND HOME INVESTMENT PARTNERSHIPS PROGRAM FEDERAL REQUIREMENTS (PART E); AND BID SCHEDULE (PART F); SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID BIDDER MAKES THIS BID PROPOSAL.

***** USE BLACK INK ONLY *****

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS BID PROPOSAL TO BE CONSIDERED BY HABITAT FOR HUMANITY OF HILLSBOROUGH COUNTY FLORIDA, INC.:

1. List of Comparable Jobs Completed by Bidder within Previous Five (5) Years

Job Name	Location	Scope of Work	Contact #

2. Addendums:

The undersigned acknowledges receipt of the following amendments to the document:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the offer.

Total bid price is based on payment terms as stated in Part B.1, Article 9 - Payment and Completion.

The undersigned understands any conditions stated above, clarifications made to above or information submitted on or with this form other than that requested, will render bid unresponsive.

Name of Individual, Partnership or Corporation	
Address	
Phone, email	
Authorized Signature, Title	
Date	

List Subcontractor(s):

3. Bid Proposal:

As per the Project Specifications (Part B) the following unit prices are hereby given by the Bidder, for each item herein below delineated to be used for the dual purposes of: (a) arriving at an estimated total bid price, which price is based upon the estimated units of measure shown; (b) establishing unit price factors to be utilized in adjustments to the actual total price resulting from change orders for delineations or additions to the work described in the contract. Said total bid price being HABITAT'S guide to the best qualified Bidder. The Bidder understands further that these unit prices will be utilized by HABITAT to arrive at the actual total cost of the project as measured in the field by HABITAT'S representative and is based upon the actual usage of items in completing the project as per specifications.

BID PROPOSAL
HABITAT FOR HUMANITY WINDHORST COMMONS INFRASTRUCTURE PROJECT

BIDDER:

The Bid items are to include all completed work as shown on the Construction Drawings and in the Technical Specifications. The Total Bid Price shall include all work as a completed project as shown on the Construction Drawings and in the Technical Specifications, including that which is not specifically listed under each item on this form. Bidders may add lines for those items not listed below.

Windhorst Commons
Bid Schedule

SUMMARY

	Amount
Earthwork	\$0.00
Paving	\$0.00
Water	\$0.00
Wastewater	\$0.00
Drainage	\$0.00
TOTAL	\$0.00

NOTE:

Contractor to verify all quantities. Quantities provided in attached Bid Tabs are for reference purposes only and for determining unit pricing in the event there is a need for a change order. Bid Proposals must include Bid Tabs completed and tabulated to be accepted and considered during review of bids.

INDEMNIFICATION Note that the bidder absolutely must insert a dollar amount into the blank provided and located immediately to the right hereof (stated amount must not be less than \$10.00). The bidder may insert any dollar amount desired as will adequately compensate the bidder for the promise of indemnification from liability for damages in the event the bidder is the successful bidder. Said promise will be binding upon the successful bidder in accordance with the various provisions of this "Bid Package".

\$ _____
Do Not Leave Blank

TOTAL BID PRICE (add the dollar
amounts stated in the above two blanks)

\$ _____
Do Not Leave Blank

TOTAL BID PRICE IN WORDS

4. Name of Bidder: _____
(Typed or printed: firm, corporation, business or individual)

5. Our local business address is: _____

6. Our primary business address is: _____

7. (a) Our present business phone number is: _____

(b) Our emergency phone number is: _____

8. Our business has been in business under its present name since: _____

9. At this time we understand all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid package.

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed on this ____ day of _____ in the year ____.

ATTEST:

BIDDER:

Witness Signature

BY: _____
Authorized Signature (SEAL)

Witness Print

Witness

(Printed Name of Signer, Title)

Witness Print

CORPORATE SEAL _____
(When Appropriate) (Date Signed and Phone Number)

The before-named Bidder affirms and declares:

- (1) That the Bidder is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into.
- (2) That this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.

(3) That the Bidder has carefully examined the site of the work and that, from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the work; the kind and extent of the equipment and other facilities needed for the performance of the work; the general and local conditions; all difficulties to be encountered; and, all other items which may in any way affect the work or its performance.

(Acknowledgement of Bidder, if an Individual)

STATE OF FLORIDA)
SS:
HILLSBOROUGH COUNTY)

On this ____ day of _____, 2024, before me the undersigned personally appeared _____ who has produced a Florida Drivers License for identification and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

Signature of Notary Public (Print Name)
_____ My Commission Expires: _____

THE PROPOSAL MUST BE SWORN TO BELOW BY THE PERSON SIGNING IT

(Acknowledgement of Bidder, if a Corporation)

STATE OF FLORIDA)
SS:
HILLSBOROUGH COUNTY)

On this _____ day of _____, 2024, before me, the undersigned personally appeared _____ and _____ who is personally known to me or who has produced a Florida Drivers License for identification and who executed the foregoing instrument as _____ and _____, respectively of _____ corporation, and who acknowledged the execution of such instrument as said officers aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon them by the corporation's Board of Directors or other appropriate authority of said corporation.

WITNESS my hand and official stamp the date aforesaid.

Signature of Notary Public (Print Name)
_____ My Commission Expires: _____

(Acknowledgement of Bidder, if a Partnership)

STATE OF FLORIDA)

SS:

HILLSBOROUGH COUNTY)

On this ____ day of _____, 2024____, before me, the undersigned personally appeared _____, who has produced a Florida Drivers License as identification and who executed the foregoing instrument as one of the members of the firm of _____, and he acknowledged to me that he executed the same, as and for the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official stamp the date aforesaid.

Signature of Notary Public

Print Name

My Commission Expires: _____