

## **Project Manual Part - I**

01 Plan Certification

02 Advertisement for Bid

03 Instruction to Bidders

04 attachment to instruction to bidders

05 Bid Form 1924-guide 1

06 Sample Bid Bond

### PLAN CERTIFICATION

(Property Name/Applicants Name and Case Number) <b>Amaryllis Gardens</b>	
(Property Address) <b>381 Malone Drive</b>	(City) <b>Pahokee</b>
(County) <b>Palm Beach County</b>	(State) <b>Florida</b>

BUILDING TYPE:  Single Family  Multi-Family  
PLANS:  Original  Modifications

I, \_\_\_\_\_ being a \_\_\_\_\_  
*(type or print)* *(licensed architect, engineer, or authorized building official, etc.)*  
in the State of \_\_\_\_\_, hereby certify that I have reviewed:

- the plans and specifications dated \_\_\_\_\_ prepared by Cool and Cobb Engineering  
*(name of firm or individual)*  
for the above property
- the thermal performance plans, specifications and calculations dated \_\_\_\_\_  
prepared by \_\_\_\_\_ for the above property  
*(name of firm or individual)*
- the seismic design (plans and specifications) dated \_\_\_\_\_ prepared by \_\_\_\_\_  
\_\_\_\_\_ for the above property  
*(name of firm or individual)*
- modifications listed below, that have been clearly indicated on the drawings and specifications  
dated \_\_\_\_\_ prepared by \_\_\_\_\_ and certified by \_\_\_\_\_  
*(name of firm or individual)*  
\_\_\_\_\_ and related to the above property  
*(name of firm or individual)*

#### MODIFICATIONS

According to the Paperwork Reduction Act 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Based upon this review, to the best of my/our knowledge, information, and belief, these documents comply with the:

\_\_\_\_\_ and  
(name and edition of the applicable development standard)

\_\_\_\_\_ and  
(name and edition of the applicable energy standards/requirements in accordance with RD Instruction 1924-A, Exhibit D)

designated as the applicable Rural Development or Farm Service Agency development standards for this project.

I understand the purpose of this certification is to induce United States Government to finance the construction of the above project and plan. I further understand that false certification constitutes a violation of 18 U.S.C. Section 1001 punishable by fine and/or imprisonment and, in addition, may result in debarment from participating in future government programs.

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Type or print name)

\_\_\_\_\_

(Professional Registration No.)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Expiration Date if applicable)

\_\_\_\_\_

(Area Code + Telephone Number)

ADVERTISEMENT FOR BIDS

**Diverse Housing Services, Inc.**

Owner

**7777 Glades Road Suite 100**

Address

**Boca Raton, FL 33434**

Separate sealed BIDS for the construction of (briefly describe nature, scope, and major elements of the work) Improvements to multiple Farm Worker Housing Units located in Pahokee, FL. Work includes but not limited to new roofing, windows, exterior doors, soffit, fascia, exterior paint, gutters and downspouts, hvac units, exterior lighting.

will be received by Diverse Housing Services, Inc.  
at the office of Amaryllis Gardens, 381 J Malone Drive., Pahokee, FL 33476  
until 02/23/24, (Local Time) 3:00 PM, ~~19~~ 2024, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the following locations:  
**Digital Copies can be downloaded from Diverse Housing Services, Inc. at websites listed below:**  
(diversehousingervices.com ), (www.nelsonasc.com) and/or (www.amaryllisgardens.nelsonasc.com/)  
**Digital copies can be requested by e-mail to Cool and Cobb Engineering Company to e-mail address :**  
mail@coolandcobb.com and mason@coolandcobb.com

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Cool and Cobb Engineering Cc located at 203 W. Main Street, Avon Park FL 33825  
upon payment of \$ 250.00 for each set.

Any BIDDER, upon returning the CONTRACT DOCUMENTS promptly and in good condition, will be refunded the payment, and any non-bidder upon so returning the CONTRACT DOCUMENTS will be refunded \$ **0.00**\_\_\_\_\_.

All contracts exceeding \$10,000 shall contain a provision requiring compliance with Executive Order 11246, entitled, "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

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DATE

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# **AIA**® Document A701® – 2018

## ***Instructions to Bidders***

for the following Project:  
*(Name, location, and detailed description)*

Amaryllis Gardens  
381 Malone Drive  
Pahokee, FL 33476

**THE OWNER:**  
*(Name, legal status, address, and other information)*

Diverse Housing Services, Inc.  
7777 Glades Road Suite 100  
Boca Raton, FL 33434

**THE ARCHITECT:**  
*(Name, legal status, address, and other information)*

Cool and Cobb Engineering Company  
203 W Main St  
Avon Park, FL 33825

### **TABLE OF ARTICLES**

<b>1</b>	<b>DEFINITIONS</b>
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### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.**

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

Bidders may obtain digital copies thru several websites: (<https://diversehousingervices.fswpl.net/>) ; (<https://amaryllisgardens.nelsonasc.com/>) ; and/or ([www.nelsonasc.com](http://www.nelsonasc.com))

Hard Copies may be purchased from Cool and Cobb Engineering Company's office at:

Cool and Cobb Engineering Company  
203 West Main Street  
Avon Park, FL 33825  
Phone: 863-657-2323

We recommend contacting Cool and Cobb in advance so that they are given adequate time to print off the documents.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Requests for Clarifications shall be emailed to both Mason Cobb and Gregory Hyson.

Mason Cobb's Email : [mason@coolandcobb.com](mailto:mason@coolandcobb.com)  
Gregory Hyson's Email: [greg.hyson@diversehousingsservices.com](mailto:greg.hyson@diversehousingsservices.com)

It is the contractors responsibility to insure his/her requests for clarifications was received by both Mason and Greg

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test



data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

All Addenda's will be emailed to contractors. Cool and Cobb will use the emails documented in the mandatory pre-bid meeting.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

## § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:  
*(Insert the form and amount of bid security.)*

A bid bond is required in the amount of 5 percent of the bid price as assurance that the bidder will, upon acceptance of the bid, execute the required contract documents within the time specified.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 15 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

## § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

All bids shall be sealed and in paper copy format and deliver to:

Amaryllis Gardens  
381 Malone Drive  
Pahokee, FL 33476

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

## § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:  
*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

### **§ 7.2 Time of Delivery and Form of Bonds**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## **ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

.4

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
Sheets 1 thru 12	Amaryllis Garden Plans	2/8/2024

- .6 Specifications

Section	Title	Date	Pages
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- .7 Addenda:

Number	Date	Pages
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- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
1. Form RD 1924-25 Plan Certification	Plan Certification	Rev. 7-99	2
2. RD Instr. 1924-A, Guide 1, Attachment 1	Advertisement for Bids	2-16-83	2
3. AIA Document A701-1007 or current edition	Instructions to Bidders	2018	9
4. RD Instr. 1924-A, Guide 1, Attachment 2	Attachment to Instructions to Bidders	8-26-98	3
5. RD Instr.1924-A, Guide 1, Attachment 3	Bid Form	2-16-83	3
6. RD Instr.1924-A, Guide 1, Attachment 4	Bid Bond	2-16-83	2
7. Form RD 400-1 signed by owner, identifies EOC requirements for contractor	Equal Opportunity Agreement Owner	Rev. 8-22	2
8. Form RD 400-3	Notice to Contractor and Applicant	Rev. 2-98	1

9.	Form RD 400-6 (current form)	Compliance Statement	Rev. 12-09	2
10.	RD Instr.1924-A, Guide 1, Attachment 5	Notice of Award	2-16-83	1
11.	AIA Document A101 or approved AIA alternate AIA agreement	Owner Contractor Agreement	2017	9
12.	RD Instr. 1924-A, Guide 1, Attachment 6	Attachment to Owner/Contractor Agreement	8-26-98	2
13.	RD Instr. 1924-A, Guide 1, Attachment 7	Certificate of Owner's Attorney	2-16-83	1
14.	RD Instr. 1924-A, Exhibit F	Payment Bond	5-12-87	3
15.	RD Instr. 1924-A, Exhibit G	Performance Bond	5-12-87	3
16.	RD Instr. 1924-A, Guide 1, Attachment 9	Notice to Proceed	2-16-83	1
17.	AIA Document A201-2017	General Conditions of the Contract	2017	40
18.	RD Guide 1, Attachment 10	Attachment to the General Conditions of the Contract	8-26-98	14
19.	Certification for Contracts Grants & Loans RD1940Q, Exhibit A-1	Lobbying Certification	8-21-91	1
20.	Form RD 1924-18	Application & Certificate for Payment	Rev. 6-97	2
21.	Form RD 1924-7	Contract Change Order	Rev. 2-97	1
22.	AIA Document G707	Consent of Surety to Final Payment	Rev. 1-98	1
23.	Form RD 1924-9	Release of Liens	Rev. 1-98	1
24.	Form RD 1924-10	Release of Claimants	Rev, 1-98	1
25.	Form RD 1924-19	Builder's Warranty	Rev. 1-00	2
26.	Rural Development Template	Construction Sign Detail	3-3-21	3
27.	RD Instr. 1940-C, Exhibit A	Labor Standards Provisions	10-30-96	18
28.	Department of Labor	Wage Rate Determination	9-11-23	13
29.	Form RD 1924-16	Record of Pre-Construction Conference	Rev. 2-87	4

- .9** Other documents listed below:  
*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

# **Additions and Deletions Report for** **AIA® Document A701® – 2018**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:45:42 ET on 02/08/2024.

## **PAGE 1**

Amaryllis Gardens  
381 Malone Drive  
Pahokee, FL 33476

...

Diverse Housing Services, Inc.  
7777 Glades Road Suite 100  
Boca Raton, FL 33434

...

*(Name, legal status, address, and other information)*

Cool and Cobb Engineering Company  
203 W Main St  
Avon Park, FL 33825

## **PAGE 2**

Bidders may obtain digital copies thru several websites: (<https://diversehousingervices.fswpl.net/>); (<https://amaryllisgardens.nelsonasc.com/>); and/or ([www.nelsonasc.com](http://www.nelsonasc.com))

Hard Copies may be purchased from Cool and Cobb Engineering Company's office at:

Cool and Cobb Engineering Company  
203 West Main Street  
Avon Park, FL 33825  
Phone: 863-657-2323

We recommend contacting Cool and Cobb in advance so that they are given adequate time to print off the documents.

## **PAGE 3**

Requests for Clarifications shall be emailed to both Mason Cobb and Gregory Hyson.

Mason Cobb's Email : [mason@coolandcobb.com](mailto:mason@coolandcobb.com)  
Gregory Hyson's Email: [greg.hyson@diversehousingervices.com](mailto:greg.hyson@diversehousingervices.com)

It is the contractors responsibility to insure his/her requests for clarifications was received by both Mason and Greg

## **PAGE 4**

All Addenda's will be emailed to contractors. Cool and Cobb will use the emails documented in the mandatory pre-bid meeting.

## **PAGE 5**

A bid bond is required in the amount of 5 percent of the bid price as assurance that the bidder will, upon acceptance of the bid, execute the required contract documents within the time specified.

...

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 15 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

...

All bids shall be sealed and in paper copy format and deliver to:

Amaryllis Gardens  
381 Malone Drive  
Pahokee, FL 33476

**PAGE 8**

- ~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203 2013.)~~

...

Sheets 1 thru 12                                  Amaryllis Garden Plans                  2/8/2024

...

- ~~[ ] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204 2017.)~~

- ~~[ ] The Sustainability Plan:~~

<b>Title</b>	<b>Date</b>	<b>Pages</b>
--------------	-------------	--------------

- [ X ] Supplementary and other Conditions of the Contract:

...

<u>1. Form RD 1924-25 Plan Certification</u>	<u>Plan Certification</u>	<u>Rev. 7-99</u>	<u>2</u>
<u>2. RD Instr. 1924-A, Guide 1, Attachment 1</u>	<u>Advertisement for Bids</u>	<u>2-16-83</u>	<u>2</u>
<u>3. AIA Document A701-1007 or current edition</u>	<u>Instructions to Bidders</u>	<u>2018</u>	<u>9</u>
<u>4. RD Instr. 1924-A, Guide 1, Attachment 2</u>	<u>Attachment to Instructions to Bidders</u>	<u>8-26-98</u>	<u>3</u>
<u>5. RD Instr.1924-A, Guide 1,</u>	<u>Bid Form</u>	<u>2-16-83</u>	<u>3</u>



<u>Attachment 3</u>			
6. RD Instr.1924-A, Guide 1,	<u>Bid Bond</u>	<u>2-16-83</u>	<u>2</u>
<u>Attachment 4</u>			
7. Form RD 400-1 signed by	<u>Equal Opportunity</u>	<u>Rev. 8-22</u>	<u>2</u>
<u>owner, identifies EOC</u>	<u>Agreement Owner</u>		
<u>requirements for contractor</u>			
8. Form RD 400-3	<u>Notice to Contractor and</u>	<u>Rev. 2-98</u>	<u>1</u>
	<u>Applicant</u>		
9. Form RD 400-6 (current form)	<u>Compliance Statement</u>	<u>Rev. 12-09</u>	<u>2</u>
10. RD Instr.1924-A, Guide 1,	<u>Notice of Award</u>	<u>2-16-83</u>	<u>1</u>
<u>Attachment 5</u>			
11. AIA Document A101 or	<u>Owner Contractor</u>	<u>2017</u>	<u>2</u>
<u>approved AIA alternate AIA</u>	<u>Agreement</u>		
<u>agreement</u>			
12. RD Instr. 1924-A, Guide 1,	<u>Attachment to</u>	<u>8-26-98</u>	<u>2</u>
<u>Attachment 6</u>	<u>Owner/Contractor</u>		
	<u>Agreement</u>		
13. RD Instr. 1924-A, Guide 1,	<u>Certificate of Owner's</u>	<u>2-16-83</u>	<u>1</u>
<u>Attachment 7</u>	<u>Attorney</u>		
14. RD Instr. 1924-A, Exhibit F	<u>Payment Bond</u>	<u>5-12-87</u>	<u>3</u>
15. RD Instr. 1924-A, Exhibit G	<u>Performance Bond</u>	<u>5-12-87</u>	<u>3</u>
16. RD Instr. 1924-A, Guide 1,	<u>Notice to Proceed</u>	<u>2-16-83</u>	<u>1</u>
<u>Attachment 9</u>			
17. AIA Document A201-2017	<u>General Conditions of the</u>	<u>2017</u>	<u>40</u>
	<u>Contract</u>		
18. RD Guide 1, Attachment 10	<u>Attachment to the</u>	<u>8-26-98</u>	<u>14</u>
	<u>General Conditions of the</u>		
	<u>Contract</u>		
19. Certification for Contracts	<u>Lobbying Certification</u>	<u>8-21-91</u>	<u>1</u>
<u>Grants &amp; Loans RD1940Q, Exhibit</u>			
<u>A-1</u>			
20. Form RD 1924-18	<u>Application &amp; Certificate</u>	<u>Rev. 6-97</u>	<u>2</u>
	<u>for Payment</u>		
21. Form RD 1924-7	<u>Contract Change Order</u>	<u>Rev. 2-97</u>	<u>1</u>
22. AIA Document G707	<u>Consent of Surety to Final</u>	<u>Rev. 1-98</u>	<u>1</u>
	<u>Payment</u>		
23. Form RD 1924-9	<u>Release of Liens</u>	<u>Rev. 1-98</u>	<u>1</u>
24. Form RD 1924-10	<u>Release of Claimants</u>	<u>Rev. 1-98</u>	<u>1</u>
25. Form RD 1924-19	<u>Builder's Warranty</u>	<u>Rev. 1-00</u>	<u>2</u>
26. Rural Development Template	<u>Construction Sign Detail</u>	<u>3-3-21</u>	<u>3</u>
27. RD Instr. 1940-C, Exhibit A	<u>Labor Standards</u>	<u>10-30-96</u>	<u>18</u>
	<u>Provisions</u>		
28. Department of Labor	<u>Wage Rate Determination</u>	<u>9-11-23</u>	<u>13</u>
29. Form RD 1924-16	<u>Record of</u>	<u>Rev. 2-87</u>	<u>4</u>
	<u>Pre-Construction</u>		
	<u>Conference</u>		

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:45:42 ET on 02/08/2024 under Order No. 2114441116 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ – 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

ATTACHMENT TO AIA DOCUMENT A701-1997, *INSTRUCTIONS TO BIDDERS*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Instructions to Bidders*," AIA Document A701-1997 Edition. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, means the United States of America, acting through the United States Department of Agriculture.

ARTICLE 2, BIDDER'S REPRESENTATIONS

Add the following subparagraph:

2.1.5 This Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

ARTICLE 4, BIDDING PROCEDURES

Add the following to subparagraph 4.1.1:

Only one copy of the Bid is to be submitted.

Delete subparagraph 4.2.1 and substitute the following:

4.2.1 Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the total amount of the Bid.

Delete subparagraph 4.2.2 and substitute the following:

4.2.2 The Bid Bond shall be written on a form identical to that included in 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 the power of attorney.

Add the words "payment and performance" before the word "bonds"; and add the following to subparagraph 4.2.3:

As soon as the Bid prices have been compared, the Owner will return the Bonds of all except the three lowest responsible Bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

Add the following to subparagraph to paragraph 4.2:

4.2.4 In the case of failure of the Bidder to execute the Agreement and obtain the Performance Bond and Payment Bond within the agreed time, the Owner may consider the Bidder in default, in which case the Bid Bond accompanying the bid shall become the property of the Owner.

Add the following subparagraphs to paragraph 4.3:

4.3.5 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

4.3.6 The Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in the Supplementary Conditions.

4.3.7 Further, the Bidder agrees to abide by the requirements of section 319 of Public Law 101-121, which pertains to lobbying activities and applies to the recipients of contracts or subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal Grant that exceeds \$100,000. Each Bid shall be accompanied by a completed lobbying certification form identical to that included in the Bidding Documents.

4.3.8 The Bidder agrees to abide by the requirements under 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. Each Bid exceeding \$25,000 shall be accompanied by a relevant completed certifications form identical to that included in the Bidding Documents.

Delete subparagraph 4.4.1 and substitute the following:

4.4.1 No Bidder may withdraw, modify or cancel a Bid within 60 calendar days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder, and the concurrence of the Agency.

Delete the words ", if required," from subparagraph 4.4.4.

ARTICLE 5, CONSIDERATION OF BIDS

Delete subparagraph 5.3.2 and substitute the following:

5.3.2 The Owner shall have the right to accept Alternates in the sequence listed and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.

ARTICLE 7, PERFORMANCE BOND AND PAYMENT BOND

Delete subparagraph 7.1.1 and substitute the following:

7.1.1 Prior to execution of the Contract, the Bidder shall furnish bonds covering the faithful performance of the Contract and the payment of any obligations arising thereunder in such form and amount as the Owner may prescribe. Both bonds shall be separately written, each in the amount of the contract sum. The cost shall be included in the Bid.

Delete subparagraph 7.1.2 and substitute the following:

7.1.2 Surety companies executing bonds must hold a certificate of authority as an acceptable surety on Federal Bonds as listed in Treasury Circular 570, as amended, and be authorized to transact business in the State where the Project is located.

Delete subparagraph 7.1.3.

Delete subparagraph 7.2.1 and substitute the following:

7.2.1 The party to whom the Contract is awarded will be required to execute the Agreement and obtain a Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice shall be accompanied by the necessary Agreement and Bond forms.

Delete subparagraph 7.2.2 and substitute the following:

7.2.2 The bonds shall be written on forms identical to those included in the Bidding Documents.

(NOTE: Any additional provisions that are necessary to remain effective after execution of the Contract for Construction will be inserted here and continue in the same format.)

oOo

BID

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as \_\_\_\_\_\*. To the \_\_\_\_\_ (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of \_\_\_\_\_

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within \_\_\_\_\_ consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ \_\_\_\_\_

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

RD Instruction 1924-A  
Guide 1, Attachment 3

for each consecutive calendar day thereafter as provided in Article 3 of the Owner-Contractor Agreement.

BIDDER acknowledges receipt of the following ADDENDA:

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BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>	<u>TOTAL PRICE</u>
------------	-------------	-------------	-------------------	---------------	--------------------

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
-----	------	------	------------	--------	-------------

TOTAL OF BID . . . . . \$ \_\_\_\_\_  
 LUMP SUM PRICE (if applicable) . . . . . \$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 License number (if applicable)

SEAL - (if BID is by a corporation)

oOo  
 3/3



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are  
hereby held and firmly bound unto \_\_\_\_\_ as OWNER  
in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
The Condition of the above obligation is such that whereas the Principal  
has submitted to \_\_\_\_\_ (Owner) a certain  
BID, attached hereto and hereby made a part hereof enter into a contract  
in writing, for the (project) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute  
and deliver a contract in the Form of Contract attachment hereto  
(properly completed in accordance with said BID) and shall furnish a  
BOND for faithful performance of said contract, and for the payment  
of all persons performing labor and/or furnishing materials in  
connection therewith, and shall in all other respects perform the  
agreement created by the acceptance of said BID, then this obligation

shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located. Power of Attorney must be attached.