

HOUSING REHABILITATION BIDDING PROCEDURE

The word Homeowner is used throughout bid procedure. Using the word Homeowner is synonymous with any recipient of funds administered by the Neighborhood Services Division, including the Division in cases in which the City of Lakeland is the property owner, and where context permits.

The City of Lakeland Neighborhood Services Division is (1) a conduit for Federal, State, City of Lakeland, private and/or non-profit organizations' funds and (2) acting in the capacity of providing technical assistance to the homeowner/recipient. The funds are intended to assist low to moderate income families to participate in affordable housing programs such as, but not limited to home repair/ rehabilitation and acquisition programs. If the homeowner qualifies for assistance, the contract is between the homeowner and contractor. There is no implied or expressed construction contract between the City of Lakeland and homeowner or contractor, except in those cases in which the City of Lakeland is the property owner and a party to the contract or agreement. When a contract between the homeowner and contractor is necessary, a formal contract may be prepared by the City of Lakeland.

Federal government, State of Florida or City of Lakeland procurement policies are NOT applicable to funds disbursed by the Neighborhood Services Division. Since the contract for new home construction, repairs or rehabilitation to a home is between the homeowner and the contractor, the Neighborhood Services Division for the benefit of the homeowner, recognizes the homeowner's right to select a qualified contractor to bid on their home and/or award the contract. A contractor who is selected by homeowner will be added to the contractor's list maintained by the Neighborhood Services Division. A contract can be awarded to a contractor other than the lowest qualified bidder, provided the homeowner meets certain program requirements (see #14 below).

1. The contractor must be in good standing with the City of Lakeland, State of Florida and HUD, before a bid package can be released. The contractor must furnish to the Neighborhood Services Division a current copy of the following documents to be in good standing.
 - a. City of Lakeland, Florida Building Inspection Division Certificate of Registration.
 - b. State of Florida Department of Professional Regulation Construction Industry Licensing Board certificate.
 - c. Evidence of being in good standing with HUD, providing a current copy of the debarred list.
 - d. Liability Insurance policy.

- e. Builders risk insurance may be requested as an option in bid package.
 - f. If requested, a personal and/or business financial statement, tax returns and/or any other pertinent documentation deemed necessary. Examples would be names of suppliers, sub-contractors, etc. Requested documentation must be submitted within three (3) working days of request. Failure to submit requested information in allotted time will automatically disqualify the contractor. Disqualification will allow homeowner and/or Neighborhood Services Manager, acting in behalf of the homeowner, to negotiate with next eligible contractor.
 - g. Contractor must maintain an active local telephone number. If recorder is used message must be returned no later than 9:00 AM the following work day. Failure to comply is grounds for withdrawal or terminating contract and suspension from program.
2. The contractor must be in good standing with the Neighborhood Services Division by 12:00 noon the day of bid opening. Bids of contractor not in good standing may not be opened and are automatically eliminated. Being in good standing includes, but is not limited to the following:
- a. Time limits of contracts under construction must not be delinquent. An exception is if the Neighborhood Services Division causes the contractor or contractors to be delinquent.
 - b. Time limits on written complaints must not be delinquent.
 - c. Time limits on punch list for Neighborhood Services Division jobs must not be delinquent.
 - d. All past due fees owed to the City of Lakeland must be paid in full.
 - e. A written complaint from a supplier and/or subcontractor of a delinquent account on a Neighborhood Services Division client contract must be satisfied with a notarized written satisfaction from the affected person(s). If the contractor and supplier or subcontractor has dispute regarding their contract, the contractor can submit documentation from the court of a pending claim.
3. The contractor is responsible for obtaining from the Neighborhood Services Division all Bid Specifications, Bid Package and any other bid forms and information necessary to complete a satisfactory bid. Contractor is responsible to disburse to suppliers and subcontractors documentation such as, write-ups and floor plans.

4. The work write ups prepared by the City of Lakeland Neighborhood Services Division may include estimated quantities. The contractor is responsible for actual quantities to complete project as per work write-up.
5. The contractor must satisfy any request of the co-contributor (such as a bank involved in a project) of funds. Contractor must within two (2) days after bid opening complete the co-contributor's request. The co-contributor must determine contractor's eligibility within seven (7) days after bid opening.
6. The contractor will be allowed a minimum of five (5) days to prepare a Bid.
7. Bids normally will be opened on Mondays at 4:00 PM or unless otherwise specified.
8. NO BID will be accepted after specified time of bid opening.
9. NO BID will be accepted that is not in a sealed envelope.
10. Failure to complete Bid Form D-5 (Invitation to Bid) in its entirety may cause disqualification. THERE WILL BE NO EXCEPTION WITHOUT PRIOR APPROVAL BY THE NEIGHBORHOOD SERVICES MANAGER.
11. Funding for the general contractor will be provided on behalf of the homeowner in the amount that is the lowest qualified bid.
12. The Neighborhood Services Manager reserves the right to refuse any and all bids with reasonable justification. Contractor with low bid must satisfy Neighborhood Services Manager they can perform contract.
13. In case of a tie, the homeowner will choose the contractor. If the homeowner does not choose, the affected contractors may decide who will relinquish his/her bid, allowing the contract to be awarded to the remaining contractor. The contractor who relinquishes the bid will provide a written statement to the Neighborhood Services Division to that fact. If the above selection process fails, the bid package may be re-bid at the next available bid date.
14. If the homeowner receiving housing assistance selects a qualified bidder who is not the low bidder, the homeowner must escrow with the Neighborhood Services Division the difference between the low qualified bid and the selected bid. The homeowner must place the funds in escrow before start of construction. Said escrowed funds shall be disbursed to contractor at completion of the construction.
15. The Contractor with the low bid must satisfy the Rehabilitation Specialist that he can perform for his submitted bid. Failure of contractor to present necessary permits to Finance Specialist three (3) working days after the three (3) day recession may disqualify the contractor from proceeding with the contract and thereby be

disqualified from the contract. Cost of permits will be reimbursed to the contractor if the homeowner decides not to proceed with construction on the home. The Contractor must be prepared to proceed with construction within two weeks of the three (3) day recession notice date; any exceptions will have to be approved by the Neighborhood Services Manager.

16. Commencement of construction will be the date stated on the "Notice to Proceed". Maximum time to complete a contract will be stated in the contract. Extension to contractor may be granted for reasonable cause only after approval by the Neighborhood Services Manager.
17. The following must be satisfied by the contractor before a contract is considered completed:
 - a. Approval by Homeowner(s).
 - b. Approval by Finance Specialist.
 - c. Approval by Rehabilitation Specialist.
 - d. Approval by all necessary City of Lakeland agencies, including presenting a Certificate of Occupancy to the Finance Specialist.
 - e. Approval by all co-contributor of funds.
18. Extension of time due to change orders, weather, etc., must be initiated in writing by the contractor and approved by the Neighborhood Services Manager within three (3) working days of the delay or anticipated delay.
19. Contracts exceeding the contract date without prior approval as stated in Paragraph (18) will affect the contractor as follows:
 - a. Disqualifies contractor as stated in paragraph (1) above from bidding, and
 - b. Contractor to pay all cost related to temporary relocation, and
 - c. Contractor will be required to pay \$25.00 per day penalty.
20. Punch list must be satisfied by the date specified on the notification. Extension of time must be approved by the Rehabilitation Specialist within two (2) days of date on the notification.
21. Contractor must notify Rehabilitation Specialist in writing upon completion of any outstanding complaints, punch list, etc. Failure to notify the Housing Rehabilitation

Specialist of the completion of outstanding complaints may disqualify the contractor from bidding.

22. A twenty-five dollar (\$25.00) per trip fee may be charged for each re-inspection of written complaints, punch list, etc. The fee will be deducted from the next check request of the contractor if the contractor fails to pay immediately after the inspection. Outstanding fees will disqualify the contractor from bidding as stated in Paragraph (1) above.
23. If after commencement of work a determination is made the home is too expensive to rehabilitate, then the Neighborhood Services Manager at his option may cancel contract. The Neighborhood Services Manager at his option after canceling the rehabilitation contract, may negotiate with any contractor to provide a replacement home or as deemed appropriate to assist the homeowner with affordable housing needs.
24. Contractor must submit before preconstruction a draw schedule (a line item cost breakdown which will be used for the draws on completed work groups). The draw schedule must be approved by the Neighborhood Services Manager before contract is awarded to contractor. Failure to have an approved draw schedule will affect payments to contractor. There will be a 10% hold back on each draw. The retainage will be released when all inspections by City of Lakeland Building Inspection department are in compliance.
25. The Neighborhood Services Manager, upon approval of the homeowner, may negotiate a contract rather than bid.
26. The Neighborhood Services Manager may at his discretion, make exceptions to or waive the bidding procedures for the benefit of the homeowner.
27. The City of Lakeland Neighborhood Services Division, for the benefit of the homeowner, reserves the right to accept or reject any or all bids and to waive formalities. The Neighborhood Services Manager reserves the right to recommend to recipient to reject a contractor's bid prior to bid opening, or to reject a bid prior to bid opening in cases involving City-owned property, if contractor has two (2) or more rehabilitation jobs underway at bid time and who in the judgement of the Neighborhood Services Division cannot reasonably manage additional work.
28. Appeals related to bid procedure or awarding of a bid grievance must be IN WRITING and addressed to the Neighborhood Services Manager within three working days. If the appeal cannot be resolved by the Neighborhood Services Manager, the Manager at the request of the complainant in writing will submit the appeal to the Director of Community Development within three (3) working days. The Director of Community Development must provide a decision within five (5)

working days. The decision of the Director of Community Development will be the final and binding decision.

Revised: 07/00, 09/02, 01/03, 04/10

(General Conditions follows on next page)

GENERAL CONDITIONS

The following general conditions apply to the extent and quality of material and labor.

A. APPLICABLE CODES –

All work will be done in compliance with the current Florida Building Code - Residential, as adopted by the City of Lakeland.

B. WORK WRITE UP –

1. Scope of work, quantities and locations will be indicated.
2. The phrase “or equal” shall be interpreted to mean equal in quality and integral properties and similar in design.
3. No substitutions for any item listed will be accepted unless approved in writing by the Lakeland Housing Division.
4. Contractors are cautioned to bid only on indicated items. Neglect to do so will result in bid being rejected.
5. Contractor will not be paid for any work deviating from that specified unless authorized by written change order.

C. FEES AND PERMITS -

The contractor shall obtain all permits and pay all fees required by the City of Lakeland Building Department or any other permitting agency.

D. CONCRETE -

Concrete shall be 3000 PSI Fiber Mix unless otherwise specified. All concrete shall be placed on undisturbed original soil or compacted fill, against solid forms when the temperature is 40-100° F. Voids and cavities in exposed concrete surfaced will be filled with cement pastes and dressed smooth.

E. MASONRY -

Lay masonry units when temperature is 40° F or more. Protect from exposure to precipitation, heat, freezing, soiling, backfill and other harmful elements. Brush and clean surface and tool joints where units are exposed.

F. ROUGH CARPENTRY -

All lumber material and items shall be suitable for intended use. Framing boards and plywood shall be grade marked. Framing lumber shall be number two grade or better. New lumber in contact with masonry and all lumber exposed to weather shall be pressure treated.

G. FINISH CARPENTRY -

All carpentry shall be neat and performed in a workman like manner in conformance with construction industry standards of acceptability. All installations shall be plumb, true and free of visual cracks. Doors and windows shall operate freely. All trim shall be installed with countersunk finish nails. All material shall be new unless otherwise noted.

H. ROOFING -

Unless otherwise specified, all material shall be new. All edges to be sealed and all adjoining surfaces to be flashed and caulked and made weather tight. Re-roofing shall be done in one continuous operation and the house contents protected at all times from exposure to the elements. All material to be applied in accordance to manufactures recommendations and applicable codes.

I. DRYWALL -

All material shall be applied dry with temperature between 50-100° F. Provide casing beads at all exposed edges, corners and abutments. Set all nail and screw heads. Apply tape and filler and feather all edges. Sand all work and apply texture as specified in work write up. Leave all work ready for paint.

J. PAINTING -

All surfaces shall be clean and dry for application. Secure all loose materials, set nails, fill holes, dents and cracks. Paint when temperature is from 40-100° F. No show-through, runs, sags or brush marks. All unpainted hardware to be paint free. Remove all paint from glass. When re-painting existing surfaces, remove all loose, blistered, scaling and deteriorated coatings. Remove deteriorated glazing compound and re-glaze. No windows will be painted shut.

K. FLOOR COVERING -

Unless otherwise specified, all material will be new. All interior carpeting will be FHA approved. All subfloors and underlayment will be well secured, dry, clean, level and free of cracks, depressions, voids, bumps and squeaks before installation of finish floor covering.

L. PLUMBING -

Unless otherwise specified, all material will be new. All items will operate safely and without leakage, noise, vibration or hammering. All penetration of building components will be neat, sleeved and fire stopped. Damage to structural members from drilling or notching will be repaired to the acceptance of the Building Inspector.

M. ELECTRICAL -

Unless otherwise specified, all material shall be new and UL approved and/or national electric code rated. All drilling, cutting and fastening will be neat and true. All patching will match the existing or surrounding surface.

N. CLEANING -

Remove all foreign material without damage to the original surface. Leave adjoining surfaces free of spills, splatters and marks. Floors will be vacuumed and wet mopped. Glass and mirrors will be cleaned and left without streaks, paint or film. Yards will be raked and free of all nails and construction debris.

O. FINAL CLEAN -

Remove from site all construction materials, tools and construction debris. Sweep clean all exterior work areas. Vacuum all interior work areas.