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**Community Land Trust of Palm Beach County, Inc.  
Davis Landings  
NOTICE OF SOLICITATION  
BID # 010**

**BID OPENING DATE: Thursday, August 25, 2011 @ 2:00 P.M. EDT**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Larry Zabik at Zabik & Associates (561) 791-2468.

It is requested that all bids be submitted in triplicate, one original and two copies.

**BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Proposals must be delivered to:

Community Land Trust of Palm Beach County, Inc.  
2240 Palm Beach Lakes Blvd., Suite 302.  
West Palm Beach, FL 33409

Protests can be accepted only during the five (5) business day posting period.

Bid package consists of:

1. Notice of Solicitation Bid # 010 pages 1-10
2. Specifications dated July 18, 2011
3. Site Plan dated July 18, 2011
4. Architectural and Engineering Plans dated July 18, 2011
5. Bid Response Form
6. Drug Free Certificate
7. Federal Form Requirements
8. Section 3 Forms
9. Bid Schedule

# Community Land Trust of Palm Beach County, Inc.

## INVITATION FOR BID

BID NO: 010 BID TITLE: Davis Landings Apartment Project

CONTACT: Larry Zabik TELEPHONE NO.: 561.791.2468

FAX NO.: 561.791.8485 EMAIL ADDRESS: [LZabik@ZabikandAssociates.com](mailto:LZabik@ZabikandAssociates.com)

All bid responses must be received on or before August 25, 2011, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be internally opened and the names of the submitters will be recorded by the Community Land Trust of Palm Beach County, Inc. (CLT).

### SUBMIT BID TO:

Community Land Trust of Palm Beach County, Inc.  
2240 Palm Beach Lakes Blvd., Suite 302.  
West Palm Beach, FL 33409

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

### GENERAL CONDITIONS

#### 1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by Community Land Trust of Palm Beach County, Inc. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Community Land Trust of Palm Beach County, Inc. contact in writing in accordance with the published schedule to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any Community Land Trust of Palm Beach County, Inc. agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by Community Land Trust of Palm Beach County, Inc.

The obligations of the Community Land Trust of Palm Beach County, Inc. under this award are subject to the availability of funds lawfully appropriated for its purpose by HUD and administered by Palm Beach County HCD.

#### 2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery,

all costs necessary to bring the product into compliance shall be borne by the bidder. All bids will include any costs associated with obtaining any and all required sub-building permits of Palm Beach County. The COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. will provide and pay for the overall building permit

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Community Land Trust of Palm Beach County, Inc. for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** Community Land Trust of Palm Beach County, Inc. is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, familial status, marital status, sexual orientation, or gender identity and expression.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the Community Land Trust of Palm Beach County, Inc. . All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. shall be that of an Independent Contractor and not as employees or agents of Community Land Trust of Palm Beach County, Inc.

d. **Not Used**

Inc. Violation of this provision is grounds for disqualification of a bid.

e. **Not Used**

f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Community Land Trust of Palm Beach County, Inc. may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with Community Land Trust of Palm Beach County, Inc. .

g. **BONDING and Bid Bond:** A bid bond or cashiers check of 5% of the bid amount is required at time of bid submission. A 100% payment and Performance Bond is required for this project prior to start of construction..

h. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a director and a relative of an employee, officer, director or agent of Community Land Trust of Palm Beach County, Inc.

i. **SUCCESSORS AND ASSIGNS:** Community Land Trust of Palm Beach County, Inc. and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither Community Land Trust of Palm Beach County, Inc. , nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Community Land Trust of Palm Beach County, Inc. , its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

k. **PUBLIC RECORDS:** Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

l. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. **LEGAL EXPENSES:** Community Land Trust of Palm Beach County, Inc. shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract. All costs related to the preparation of the bid package and any related activities are the responsibility of the respondent. The Community Land Trust of Palm Beach County, Inc. assumes no liability for any costs incurred by the respondent throughout the entire selection process.

n. **Cone of Silence:** All bidders are advised NOT to contact any employee or Board Member of the **Community Land Trust of Palm Beach County, Inc.** regarding this Invitation for bids. All questions are to be directed to Larry Zabik, Zabik & Associates,

### 3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Community Land Trust of Palm Beach County, Inc. no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS:** Bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County required to complete this contractual service at no additional cost to Community Land Trust of Palm Beach County, Inc. . A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Community Land Trust of Palm Beach County, Inc. .

d. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

#### e. **PRICING:**

- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
- (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
- (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (6) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION**

**IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**

- (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- f. **ACCEPTANCE/REJECTION OF BIDS:** Community Land Trust of Palm Beach County, Inc. reserves the right to accept or to reject any or all bids. The Community Land Trust of Palm Beach County, Inc. also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

The Community Land Trust of Palm Beach County, Inc. reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest responsive bid to Community Land Trust of Palm Beach County, Inc. , even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by Community Land Trust of Palm Beach County, Inc. , citing the basis for the determination.

- g. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Community Land Trust of Palm Beach County, Inc. shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Community Land Trust of Palm Beach County, Inc. during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with Community Land Trust of Palm Beach County, Inc.
- h. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to Community Land Trust of Palm Beach County, Inc. the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Community Land Trust of Palm Beach County, Inc. .

#### 4. BID OPENING/AWARD OF BID

- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives at The COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. office prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. The COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. will internally open all bids and the names of submitters will be recorded. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review at the Community Land Trust of Palm Beach County, Inc. 's website <http://cltofbbc.org/> prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. The official posting by the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. shall prevail if a discrepancy exists between the referenced listings.

- c. **PROTEST PROCEDURE:** Protests must be submitted in writing, addressed to Community Land Trust of Palm Beach County, Inc. , via hand delivery, mail or fax to 561-791-8485. Protest must identify the solicitation, specify the basis for the protest, and be received by Community Land Trust of Palm Beach County, Inc. within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by Community Land Trust of Palm Beach County, Inc.

#### 5. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of Community Land Trust of Palm Beach County, Inc. . Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Community Land Trust of Palm Beach County, Inc. has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Community Land Trust of Palm Beach County, Inc. may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. 's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Community Land Trust of Palm Beach County, Inc. is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. , nor are successful bidders authorized to use the Community Land Trust of Palm Beach County, Inc. Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number.
- d. **CHANGES:** The Executive Director, Community Land Trust of Palm Beach County, Inc. , by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Executive Director, and written acceptance from Community Land Trust of Palm Beach County, Inc.
- e. **DEFAULT:** Community Land Trust of Palm Beach County, Inc. may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure. In the event Community Land Trust of Palm Beach

County, Inc. terminates this contract in whole or in part because of default of the successful bidder, Community Land Trust of Palm Beach County, Inc., with concurrence of the Surety, may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. **TERMINATION FOR CONVENIENCE:** The Executive Director may, whenever the interests of Community Land Trust of Palm Beach County, Inc. so require, terminate the contract, in whole or in part, for the convenience of Community Land Trust of Palm Beach County, Inc. The Executive Director shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract. Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.
- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The Community Land Trust of Palm Beach County, Inc. shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.

**THIS IS THE END OF "GENERAL CONDITIONS."**

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## SPECIAL CONDITIONS

### 6. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 7. INSPECTION OF FACILITIES (MANDATORY)

Bidders must visually inspect the site where items are to be installed and services are to be performed. All bidders are required to attend this site inspection which will be held at 4938 Davis Road, Lake Worth FL 33461 on August 11<sup>th</sup> @ 10:00 AM EDT. **THE BIDDER'S FAILURE TO VISUALLY INSPECT THE SITE AT THIS TIME SHALL RESULT IN DISQUALIFICATION OF THEIR BID.** Bidders are advised to make a thorough inspection of the extent of work. After the bid has been awarded, no extra charge or compensation will be allowed unless by reason of unforeseeable causes beyond his control and without fault or negligence, including, but not restricted to, Acts of God. Said change must be approved, in writing, by the Executive Director. Bidders are reminded that statements and information provided at this meeting/inspection are not binding unless in writing as an amendment to the Bid.

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at 10:15 AM EDT (15 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory site inspection.

### 8. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. sufficient evidence in order to confirm a satisfactory performance record. Such information may include the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder shall submit the following information with their bid response. Failure of a bidder to provide all of the required information is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) Positive project references, in which similar goods and/or services have been provided within the past five (5) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that Community Land Trust of Palm Beach County, Inc. may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. List three prior similar completed, multi-family projects reflecting experience with Davis-Bacon, multi-story or townhouse residential, Section 3, etc. including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that Community Land Trust of Palm Beach County, Inc. may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

**NOTE: The references and similar projects in A. and B. may be the same if appropriate.**

- C. Resume of the proposed Project Executive and Project Superintendent including the percentage of time that each individual will be assigned to the Davis Landings project showing a minimum of 5 years similar multifamily project experience over the last 7 years. Note: Any change of project superintendent or project executive will require prior written approval of the Community Land Trust of Palm Beach County, Inc.
- D. A projected cash flow and spending plan (draw schedule) for this project showing the ability to meet the \$1,500,000 expenditure requirement by December 15, 2011 must be provided to the Community Land Trust of Palm Beach County, Inc. in response to this IFB.
- E. This project will require a 100% Payment & Performance Bond from a 'A' or better, A.M. Best rated insurance company. A letter from the bidders bonding agent confirming ability to provide a minimum \$10,000,000 Payment and Performance bond is required with the bid. The letter from the bonding agent must identify the current unused or uncommitted bonding capacity of the bidder. A Payment and Performance bond in the amount of the actual bid is required to be provided to the Community Land Trust of Palm Beach County, Inc. prior to initiation of construction.

## 9. CONTRACT FORM:

The Community Land Trust of Palm Beach County, Inc. intends to enter into a AIA A111 (1997) form of contract with A201 general conditions for this project subject to the terms and conditions of this IFB. This project will require retainage in the amount of 10% of completed work until 50% of the project is complete and then retainage will be withheld at a rate of 5% for the remainder of the project. The contract will include liquidated damages of \$2,000 per day for completion up to 30 days beyond the contract time of 240 calendar days and \$5,000 per day for any days that all Certificates of Occupancy are not obtained after 270 contract calendar days.

## 10. Not Used

## 11. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that this time of complete/delivery is an essential condition of this contract. The plans for this project are currently in review by the Palm Beach County Building Department, with a permit expected in early September. A Notice to proceed based on the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. having obtained all required building permits will be issued no later than October 1, 2011.

**Time is of the essence with this contract. The project is funded through a Neighborhood Stabilization Program (NSP2) Stimulus Grant. As such, the Community Land Trust of Palm Beach County, Inc. has a grant requirement and contractual obligation to expend 50% of the grant amount by December 15, 2011. The contractor must invoice for on-site, in place, completed work a minimum of \$1,500,000 by December 15, 2011. Stored materials cannot be included in the \$1,500,000 unless determined otherwise to be an eligible cost by HUD to meet the 50% expenditure requirement. Failure to meet this requirement jeopardizes the remainder of the grant and thus, any amount not invoiced for on site, in place, completed work less than the specified \$1,500,000 shall be assessed as a liquidated damage, if necessary to complete the project and approved by the Community Land Trust of Palm Beach County, Inc. Board. This liquidated damage is immediately due and payable upon determination by the Community Land Trust of Palm Beach County, Inc. Board. The purpose of this liquidated damage is to insure that the owner has funds sufficient to complete the project should the contractor fail to complete a minimum of \$1,500,000 of the project as documented by the approved AIA G702 forms.**

If the successful bidder shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, Acts of God, the period specified for the completion of delivery shall be extended by such times as may be approved in writing by the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.

## 13. WORK SITE SAFETY / SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Community Land Trust of Palm Beach County, Inc. , the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricade, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Community Land Trust of Palm Beach County, Inc. property. Community Land Trust of Palm Beach County, Inc. may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

## 14. Insurance Requirements

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Community Land Trust of Palm Beach County, Inc., 2240 Palm Beach Lakes Blvd., West Palm Beach, FL 33409. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to Community Land Trust of Palm Beach County, Inc. prior to the expiration date of each and every insurance required herein. All insurance must be provided from a minimum 'A' rated A.M. Best Insurance Company.

**Commercial General Liability Insurance.** Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$5,000,000 each occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Community Land Trust of Palm Beach County, Inc. as an Additional Insured.**

**Business Auto Liability Insurance.** Successful bidder shall maintain Business Auto Liability Insurance at a limit not less than \$500,000 Combined Single Limit each accident for all owned, non-owned, and hired automobiles. (In this context, the term "Auto" is interpreted to mean any land motor vehicle, trailer or semi-trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating that the bidder does not own any vehicle, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase Owned Auto coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful bidder shall maintain Workers' Compensation and Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate(s) of Insurance, evidencing that required insurance coverage's have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to Community Land Trust of Palm Beach County, Inc. via the Insurance Company/Agent within a time frame specified by Community Land Trust of Palm Beach County, Inc. (normally within 2 working days of request). Failure to provide required insurance shall render your bid non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Community Land Trust of Palm Beach County, Inc. as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to Community Land Trust of Palm Beach County, Inc. prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverage's are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide Community Land Trust of Palm Beach County, Inc. with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage's. All insurance must be acceptable to and approved by Community Land Trust of Palm Beach County, Inc. as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance required herein shall be provided by Bidder to COMMUNITY LAND TRUST of Palm Beach County as a primary basis.

#### **15: Not Used**

#### **16. THE WORK**

16.1 The Work is generally described as construction of a 25 unit apartment complex consisting of 2 buildings at 4938 Davis Road and site improvements and shall consist of the specific tasks required to complete the Project as set forth in the Contract Documents.

16.2 The Contractor shall fully execute the work in conformance with the Contract Documents and generally accepted industry standards for the same or substantially similar work. If there is a conflict between the Contract Documents and industry standards, the Contract Documents shall govern. Any modifications to the Work must be approved in writing by the Architect and the Owner's Representative, except for field directives issued by the Architect.

16.3 Should adverse conditions such as severe storms or hurricanes be forecasted, and the Architect issues written direction to the Contractor to begin storm preparation, the Contractor shall take all necessary precautions to remove any scaffolding or other equipment or materials that could be moved by the winds and become projectiles. Contractor shall initiate reasonable measures in the event of such conditions to avoid damage to the Owner's property.

#### **17. DATE OF COMMENCEMENT AND FINAL COMPLETION**

17.1 The date of commencement of the Work shall be within five (5) calendar days after a Notice to Proceed is issued by Owner or its agent. A Notice to Proceed may be issued at any time after the Building Permit is issued.

17.2. The Contractor shall achieve Substantial Completion of the entire Work by no later than 240 days after Notice to Proceed, time being of the essence to this Agreement, subject to adjustments of this Contract Time as provided in the Contract Documents. "Substantial Completion" shall mean when the entire work of the Contract, excluding punch list items, is complete, and the work is fit and suitable for use for its intended purpose. Time for completion may be extended upon the

Contractor's and Owner's written approval. To the extent that additional work outside the scope of the Contract is requested to be performed by the Owner, such Work shall first be authorized by a properly executed change order reviewed and signed by the Owner's Representative in accordance with this Contract. Contractor shall be entitled to an extension of time to complete all Work to the extent that Contractor is delayed by causes that are wholly beyond the Contractor's control.

17.3 Contractor shall notify the Owner when the Project is Substantially Complete. At that time, the Architect shall perform an inspection and if appropriate, will issue a Certificate of Substantial Completion and prepare a written final Punch List within ten (10) business days and deliver it to Contractor, time being of the essence. All justified Punch List items of Work shall be promptly completed in a good and workmanlike manner no later than twenty-one (21) days from Contractor's receipt of the written punch list, time being of the essence. Damage to non-Owner property shall not be considered "punch list" work. To the extent that any justified Punch List items of Work are not timely completed without justification, the Owner at its sole option may deduct the reasonable value to correct each outstanding Punch List item of Work. The value of each outstanding Punch List item of Work shall be determined by the Architect, subject to legal challenge by the Contractor. Upon the Contractor's certification of completion of the Final Punch List, the Architect shall issue the Certificate of Final Completion within 5 days.

17.4 Time is of the essence of this Contract, and any breach of same shall go to the essence hereof, and Contractor and Owner, in agreeing to complete the Work within the time herein mentioned and make payments within the times specified, have taken into consideration and made allowances for all reasonable and anticipated hindrances and delays.

### **18. Payment:**

This project is being funded by a NSP 2 grant and administered by Palm Beach County HCD. Construction progress payments will be made based on a project architect and COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. approved AIA G702. The payments will be made to the contractor by the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. upon payment by Palm Beach County HCD to the COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC.. Pay applications are due from the contractor on or about the 25<sup>th</sup> of the month with payment expected by the 20<sup>th</sup> of the following month.

### **19. Davis Bacon Act and Buy America**

The provisions of the Davis-Bacon Act and the Buy America Act as specified below will apply and become a part of the contract with the successful respondent.

The current Davis Bacon wage determination is attached to this Invitation for bid and will apply to the project.

The Contractor acknowledges to and for the benefit of the Community Land Trust of Palm Beach County, Inc. ("HUD grantee") that it understands the goods and services under this Agreement are being funded with monies made available by the American Reinvestment and Recovery Act of 2009 (Recovery Act) (or are being made available for a project being funded with monies made available by the Recovery Act) and section 1605 of such law contains provisions commonly known as "Buy American." The Buy American requirement prohibits the use of Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States ("Buy American requirement") including iron, steel, and manufactured goods provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the HUD grantee that (a) the Contractor has reviewed and understands the Buy American requirement, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American requirement, unless an exception to the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support an exception to the Buy American requirement, as may be requested by the HUD grantee, Palm Beach County HCD or HUD. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the HUD grantee to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the HUD grantee resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part from HUD). Neither this paragraph (nor any provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the HUD grantee.

Sample Certification that COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC. may require from a contractor or bidder

Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the HUD grantee's bid solicitation and the provisions of Section 1605 of the Recovery Act, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the HUD grantee of the U.S. production of each component so identified.

Documentation Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

Identification of and citation to a categorical exception published by HUD (or another Federal agency) in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

Verifiable documentation sufficient to the HUD grantee, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate from the Bidder under applicable conditions stated in the bid solicitation or otherwise.

Information and Detailed Justification Regarding Non-American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for an exception under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the HUD grantee in amending, supplementing or further supporting such information as required by the HUD grantee to request and, as applicable, implement the terms of an exception with respect to any such component or components.

- END OF GENERAL CONDITIONS -