

Bid Specification for Pathways Drop in Center  
(Owner/Developer)  
Orange County Capital Improvement Project(s)

**Addendum A**

**This construction project deadline has been revised to the following:**

**Project – New heating, ventilation, and air conditioning (HVAC) system in building A and B at Maxwell Garden Apartments. (Davis Bacon Residential Wage Determination)**

1. Obtain required permits.
2. Remove existing HVAC system in building A and B.
3. Install four (4) new 4-ton heat pump HVAC package unit with 10k heat strips in building A with weatherproof curbs.
4. Install one (1) new 5-ton heat pump HVAC package unit with 15k heat strips in building A with weatherproof curbs.
5. Install two (2) new 10-ton three phase heat pump HVAC package unit with mounting curbs and 15k heat strips in building B.

**Additional Project Information**

1. The buildings will be occupied and in use during the work. Precautions must be taken to create as little disruption or disturbance to the occupants as possible during the work. Precautions also must be taken to prevent damage to the building, occupants and surrounding landscaped and paved areas. Cleaning up of the area must occur daily.
2. Schedule and execute work without exposing the building interior to the effects of inclement weather. Repair/replace any work-related damage to the Owner's satisfaction.
3. The Contractor will be allowed to work at the project site between the hours of 7:30 a.m. and 5:00 p.m., local time, Monday through Friday. Work outside these hours may be allowed with 72 hours minimum notice to the Owner and only with Owner's consent. The cost of providing building maintenance personnel on site outside of the allowed hours shall be borne by the Contractor.
4. Progress meetings shall be scheduled bi-weekly or by the Owner or as deemed necessary.
5. A full Contractor's Guarantee of the Work, to be free from defect in materials and workmanship upon Substantial Completion and prior to final payment is required. This Guarantee shall be for a period of one (1) year from the date of Substantial completion and shall be signed by a Principal of the Contractor's firm.
6. Contractor shall provide a letter from the manufacture acknowledging that the completed Work is acceptable, and the warranty remains in effect.

7. The Contractor shall provide the Owner with after hours (24 hour) emergency telephone numbers of the Contractor's superintendent and foreperson. The Contractor must respond to emergency situations or calls within two (2) hours.
8. All work shall be performed in accordance with applicable Federal, State, and local code requirements and publications, as well as the supplemental conditions/special provisions stated in the request for bid and supplemental packet. An active SAM.gov registration, DUNS (Dun and Bradstreet) and SUNBIZ.ORG for the same business entity in compliance with State and Federal requirements is required to be submitted prior to execution of Construction Contract.
9. All workmanship and materials shall be of the best construction practice.
10. A bid guarantee must be provided with the bid equivalent to 5 percent of the bid price. The "bid guarantee" must be a firm commitment in the form of a bid bond, certified check, or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount.
11. A performance bond must be provided for 100 percent of the contract price to secure the (sub)contractor's fulfillment of all obligations under the contract.
12. A payment bond must be provided from the (sub)contractor for 100 percent of the contract price to assure payment of all persons supplying labor and material under the contract.
13. A preconstruction conference will be held with the Owner, Owner's Representatives, Orange County CDBG Representative and Contractor to discuss all aspects of the project. The Contractor's foreman or field representative will attend this conference.
14. Substantial Completion shall be within 100 days after preconstruction conference. Completion shall be by within 150 days after the preconstruction conference. Liquidated damages of \$100 per day are in effect.

**Special Provisions Clause:**

**Refer to Special Provisions Exhibit A & Special Provisions Exhibit B**

This clause and the enclosed Special Provisions are part of the bid solicitation: 1. Bidders are advised that this is a federal project funded by the Community Development Block Grant (CDBG) and covered by Davis-Bacon Act (DBA) and Section 3 (when assistance exceeds a threshold of \$200,000). Bidders are also advised to carefully review all SUPPLEMENTAL CONDITIONS/SPECIAL PROVISIONS and contract requirements prior to bidding. The selected bidder and any of its subcontractors shall be responsible for complying with the enclosed Supplemental Conditions, Section 3 and Davis-Bacon Act requirements, which are incorporated herein by reference. Bidders are responsible to verify all revisions to the entire document and are required to follow all requirements without exception. - Be aware of any DBA requirements before bidding. DBA wages must be paid, and contractor and sub(s) should include prevailing wage calculations in any bid or proposal. 2. The rates paid shall be not less than those contained in the enclosed Special Provisions regardless of any contractual relationship that may exist between the contractor and the workers hired to perform under the contract. For any classification of workers, the

hourly rate paid must equal the sum of the base rate and the fringe benefit rates listed for that classification in the Davis-Bacon-Wage-Determination Schedule. Paying below the wage rate and fringe benefit is not acceptable. 3. Pre-award: Contractors are responsible for determining the appropriate staffing necessary to perform the contract work. Contractors are also responsible for complying with the minimum wage and benefits requirements for each classification performing work on the contract. If a classification considered necessary by the contractor for performance of the work is not listed on the applicable wage determination, the contractor must initiate a request for approval of an additional classification along with the proposed wage and benefit rates for that classification, in accordance with the "Conformance Process" set forth at 29 C.F.R. § 5.5 (a)(1)(ii), without regard to skill. 4. Section 3 HUD Act of 1968: Economic opportunity shall, to the greatest extent feasible, be directed to low- and very low-income residents and business in that area. All Section 3 covered contract in excess of \$200,000 are subject to the Section 3 Clause, verbatim found at 24 CFR Part 75. Contractors and subcontractors that perform any work under a Section 3 covered contract for any federal project are required to comply with the Section 3 regulations. Section 3 applies to an entire project, regardless of whether the project is fully or partially assisted under HUD program that provide housing and community development financial assistance. a) For any construction project that exceeds \$200,000: Compliance Plan and Section 3 Forms included in the attached Special Provisions (pgs. 35-40) must be completed by all potential bidders and included in each bid proposal. Failure to submit the Compliance Plan will render bidder(s) non-responsive. 5. Preference for Section 3 Business Concerns. Preference in the award of Section 3 covered contracts that are awarded under a sealed bid process shall be provided as follows: Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid. If no responsive bid by a Section 3 business concern meets these requirements, the contract shall be awarded to a responsible bidder with the lowest responsive and responsible bid. 6. Selected contractor shall be required to provide active status for the following entities: SAM.gov registration, SUNBIZ.org and Florida DBPR (contractor's license) for the same business entity in compliance with State and Federal requirements prior to execution of Construction Contract. 7. Selected bidder shall provide to the Agency and Orange County Program Administrator a copy of all executed contracts with any sub-contractors, and tiered subcontractors all of which shall include Orange County Special Provisions requiring the respective sub-contractor or tiered sub to comply with the requirements of the Uniform Administrative Requirements and 2 CFR Part 200 Appendix II. 8. Selected bidder shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 and that it follows the requirements of 2 C.F.R. Part 180. Neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.