

ADDENDUM NO. THREE (3)

The Construction Drawings and/or Project Manual for the above project are amended in the following particulars and in these particulars only. All provisions of the original drawings and/or specifications shall remain in force, except as specifically modified or changed herein or by other Addenda issued by the Architect. This Addendum is hereby made part of the Contract Documents. Be sure to note Addendum on Acknowledgment on Bid Proposal Forms.

RESPONSES TO QUESTIONS RECEIVED DURING BIDDING:

1. It was discussed that the building footprint would require backfill with a crown to promote drainage off the building footprint. It was not mentioned what type of erosion control measures or best management practices (BMPs) would be installed pre-demolition or post-demolition as well as any type of stormwater management plans or similar would be required. Please shed some light on the PCHA's stormwater plan for both sites as these will be large areas with multiple acres of disturbed ground. BMPs should they be noted should be accompanied with their specifications.

Response: The result of the demolition and fill will result is a slightly sloped pervious surface to street edges. Temporary Erosion and Sedimentation Control is generally specified in Section 31 10 00, Site Clearing. Contractor has the choice of control systems and materials to achieve the performance and regulatory requirements.

2. Underground tanks of any kind are currently excluded due to their unknown or existing nature. However, during the walk, it was noted that there is a potential since there were visible fill ports at one of the structures walked. If a UST is discovered, what process is to be followed? Testing? Pumping? Cleaning? Removal? Confirmation Sampling and closure?

Response: The Owner is not aware of any underground tanks on either site. What you may have observed is something other than a tank "fill port". Underground tanks, should they be discovered, will be considered outside of the current scope-of-work and addressed if discovered.

3. Dry utilities will be the responsibility of the PCHA, wet utilities (sanitary and water) will be cut and capped in accordance with City of Panama City requirements. All cuts will be made at property line per the COPC requirements.

Response: The scope-of-work requires ALL UTILITIES to be cut, capped and removed from the property line inward at each parcel of each site. Contractor to coordinate requirements with service providers.

4. Please clarify the statement regarding the potential removal of the roadway, curb and sidewalk. If this scope is to be included, please see comment #1 as this will need to be part of the scope.

Response: The Bid Form requires unit prices for removal of items mentioned. Roadways, curbs and gutters and concrete sidewalks outside of the current parcel property lines in not in the scope-of-work unless specifically noted such as the paved driveways, parking areas and sidewalks, etc. inside the property lines or each parcel of property at each site.

5. If the roadway is to be removed, access to the maintenance and storage facility currently utilized by others will be required. Should we include those costs to lay in a temporary access road with road base, millings or asphalt? If yes, please include design of the roadway needing to be installed.

Response: Refer to the response in question #5 above.

6. Please confirm that this project is not required to be in compliance with the Davis-Bacon Act pursuant to FEMA regulations. Also please confirm that this project is not being funded by the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs or other federal funding sources that require compliance to the Davis-Bacon Act. It is also noted that the Exhibit "AA" U.S. Department of Labor Davis Bacon Payroll Form is to be used. Again, please confirm if this IS or IS NOT a Davis-Bacon Act wage requirement. If it IS please confirm the work classification applicable to this job and the current wage scale.

Response: This project SHALL BE REQUIRED to be in compliance with the Davis-Bacon Act and the related wage requirements.

7. Warranty of Construction: Warranty period is 1 year or otherwise indicated as described in the Specific Section 00 70 00 General Conditions for Construction Contracts (PHA), due to the nature of asbestos abatement and demolition a yearlong warranty period is not warranted. Especially if retainage and performance and payment bond is to stay in effect. As noted, grass seeding is 90 days after final acceptance which is acceptable to establish growth. Please confirm warranty expectations as it relates to retainage and bonding.

Response: The 1-year warranty begins with the acceptance of Substantial Completion by the Architect and Owner. Retainage will be released in accordance with the Conditions of the Contract and not later than Final Completion. Warranty is not applicable to bonding.

8. Tree protection is being required. Could you please confirm the trees needing protection on a map? Has the City arborist or city hired arborist inspected the site and trees remaining? Hand excavation is being requested if utilities or foundations encroach into the dripline of protected tree. Erection of 6-foot chain link fence with top rail and tension wire on bottom be installed to dripline of 6" or greater caliber trees. Does the tree protection remain after demolition is complete?

Response: Refer to requirements in Section 01 56 39, Temporary Tree Protection.

9. Import of backfill: Backfill is required if the depression left after the demolition results in a 6" differential to existing conditions. However, it is being required to crown the building pads, so they positively drain from the center to the roadway or property boundary. It is assumed that backfill is carried in each building across the board. Confirm that there is no onsite source for general backfill or topsoil for reuse on the project site.

Response: Refer to Section 31 20 00, Earth Moving for suitable imported soils.

10. Project Schedule: Please confirm that the 91 consecutive days for substantial completion and 32 consecutive days for final completion are to include the Alternates scopes of works.

Response: Refer to Section 00 31 00, Bid proposal Form – Exhibit A, and Addendum No. 1, Item #PM-2. There are no Alternates in the current Bid Scope Documents.

11. Alternates SOW: Do we need to include site restoration i.e. grass seeding to these items? Driveways? Sidewalks? Roadways?

Response: There were no Alternates in the current Bid Scope Documents but refer to Addendum No.3 and any future Addenda.

12. Asbestos Containing Materials – due to the high likelihood of additional unknown ACM it may be advantageous for operators to possess their Asbestos worker and/or supervisors certification. This will alleviate any potential releases due to the ability to recognize and amend demolition activities to minimize delays. Is there a need to conduct perimeter air monitoring to confirm absence or presence of fibers?

Response: The Florida licensed Asbestos Mitigator for the project (your Subcontractor or In-House Team Member) shall determine the monitoring requirements.

13. Materials Management Plan – Waste diversion and flow control are paramount to a successful job. To eliminate the commingling of household waste (i.e. MSW waste disposal) with Construction and Demolition (i.e. C&D) disposal, it will be cost effective to remove household contents prior to demolition to ensure that demolition debris can be accepted at the C&D landfill versus MSW landfill.

Response: True.

14. Tree disposal – Does this COPC have a recycling center that will accept all the tree/landscape materials for mulch?

Response: Not known.

15. Please confirm the work hours for the job. Due to the proximity of the Fletcher Site near the Charter school as an example, is there a haul route or potential traffic moratorium to comply with based on local traffic and school hours?

Response: Refer to Specification Section 01 10 00, Summary, Subparagraph 1.9, Work Restrictions.

PROJECT MANUAL/SPECIFICATIONS/CLARIFICATIONS (PM):

Item No. PM-1: Refer to Section 00 10 00, Instructions to Bidders: ADD Paragraph 1.24 as follows:

“1.24 ADDITIONAL NON-MANDATORY PRE-BID CONFERENCE:

- A. An additional non-mandatory Pre-Bid Conference will be scheduled for each Project Site so that Bidders may inspect the sites as they require before providing a Bid Proposal.
- B. Massalina Memorial Homes Site:
On-Site meeting Scheduled for February 13, 2020, 2:30pm (CT) local time. Meet at the intersection of Frank Nelson Drive and Joe Lewis Drive.
- C. Fletcher Black Memorial Homes Site:
On-Site meeting Scheduled for February 13, 2020, 3:30pm (CT) local time. Meet at the Maintenance Complex on Bob Sikes Drive.”

Item No. PM-2: Refer to Section 00 10 00, Instructions to Bidders: ADD Paragraph 1.25 as follows:

“1.25 EQUAL OPPORTUNITY:

- A. The Contractor shall maintain policies of employment compliant with Executive Order #11246 as follows:
 - 1. Neither the Contractor or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and Subcontractors agree to post in

- conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination.
2. The Contractor and all Subcontractors shall, in all solicitations advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national, origin, or age."

Item No. PM-2: Refer to Section 01 10 00, Summary:

- a. CHANGE Subparagraph 1.9, Work Restrictions Item B to read as follows:

"B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.

1. Weekend Hours: 8:30 a.m. to 6:00 p.m. with Owner's permission.
2. Early Morning Hours: NONE."

- b. ADD the following to 1.4.A(6):

"i. Overhead power lines and power poles located at the edge of the existing street edge sidewalk shall remain at the Massalina Memorial Homes Site.

j. Do not fill the existing retention areas at the Fletcher Black Memorial Homes Site as shown on the Site Areal illustration.

k. Demolish the existing storm curb inlets on Bob Sikes Dr. and the associated storm sewer (between Buildings 7 and 9) up to the outfall head wall at the retention area.

l. Demolish the Maintenance Complex on the southwest corner of the Fletcher Black Homes Memorial Site.

m. Contractor to carefully remove the existing site security (pole mounted) cameras and turn them over to the Owner for re-use (six cameras per each of the 2-sites).

n. The existing Lift Station at the Massalina Memorial Homes Site on the E. 14th Street side does not belong to the Owner and shall remain un-damaged and fully operational."

- c. CHANGE Figure 3 at the end of the written specification with a similar view that shows the Maintenance Complex to be demolished and the area to have debris removed but not filled (items in b. above).

DRAWINGS:

Item No. D-1. ADD the attached existing drawings made available as Reference Drawings.

End of Addendum No. 3

Attachments: Updated Specification Sections: 00 10 00, Instructions To Bidders: 00 31 00, Bid Proposal Form Exhibit A, 01 10 00, Summary to include Addendum #3 dated 02/13/20.

Existing Reference Drawings (as bound)

SECTION 00 10 00 – INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

1.1 INSTRUCTIONS AND INFORMATION TO BIDDERS

- A. Bid proposals shall be on forms included in this bid package (Bid Form, Exhibit A, Section 00 31 00).
- B. The Bidder will provide bid security in the form of a Bid Bond or Cashier's Check in the amount of Five Percent (5%) of the amount of the Bid total. Refer to Exhibit B, Section 00 44 00, Bid Bond, AIA Document A310.
- C. Bidders shall agree not to withdraw their bid proposal for a period of sixty (60) days after the date for opening of bids.
- D. If the Contractor does not provide the executed contract, labor and performance bonds and insurances within the time specified or otherwise time extension authorized by Addendum, the Owner has the right to retain the bid security for their use.
- E. Certificates of Insurance will be of the successful Bidder in the amounts specified in the General Conditions of the Contract as well as Performance Bond and Payment Bond (Refer to Exhibits J and K) in the amount of 100% of the Contract Price.
- F. Each Bidder shall include in his bid amount the cost of bonds and insurance.
- G. Bid proposal documents will be assembled and submitted in an appropriately sized envelope for submission with the name of the project appearing legibly on the outside of the envelope – refer to Section 00 07 00, Invitation to Bid for additional information.

The Bid opening will take place at the following address:

PANAMA CITY HOUSING AUTHORITY
2315 Ruth Hentz Avenue
Panama City, Florida 32405

The Bid date will be:

February 20, 2020 at 2:30 pm (CT), local time

- 1.2 Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids. Each Bid shall be valid and binding for a period of sixty (60) days after opening.

1.3 BID SUBMITTAL REQUIREMENTS

- A. Attached Bid Proposal Form is to be used, Section 00 31 00, Exhibit "A"
- B. Bid Bond, AIA Document A310 – 1970, (Exhibit "B" - Refer to Section 00 44 00, Bid Bond)
- C. List of Subcontractors, AIA Document G805 – 2001, Exhibit "C"
- D. Drug Free Workplace, Exhibit "D"
- E. E-Verify Background Check, Exhibit "E"
- F. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, PUBLIC ENTITY CRIMES Exhibit "F"
- G. Anti-Collusion Clause, Exhibit "G"
- H. Conflict of Interest Disclosure Form, Exhibit "H"
- I. Addendum Acknowledgement Form, Exhibit "I"
- J. Labor and Material Payment Bond, Exhibit "J"
- K. Performance Bond, Exhibit "K"
- L. Trench Safety Act Form, Section 00 91 00

1.4 FORMS TO BE USED WITH THIS CONTRACT:

- A. Form HUD-5370 (1/2014), Section 00 70 00, Conditions of the Contract
- B. U.S. Dept. of Labor Davis Bacon PAYROLL Form (OMB No.: 1235-0008), Exhibit AA

1.5 AIA FORMS USED WITH THIS CONTRACT:

- A. A310 Bid Bond, (Exhibit "B" - Refer to Section 00 44 00, Bid Bond)
- B. G701 Change Order
- C. G702 Application and Certificate for Payment
- D. G703 Continuation Sheet for G702
- E. G704 Certification of Substantial Completion
- F. G706A Contractor's Affidavit – Release of Liens
- G. G707 Consent of Surety to Final Payment
- H. G709 Proposal Request
- I. G710 Architect's Supplemental Instructions
- J. G714 Construction Change Directive

1.6 DEFINITIONS:

- A. The Bidding Documents include the Bid Scope Documents, the Conditions of the Contract Form HUD-5370, Section 00 70 00 (including U.S. Dept. of Labor Davis Bacon Act Payroll Form, Exhibit AA and Section 00 82 00 Special Conditions), and the Specifications (Project Manual), including any Addenda issued prior to the receipt of bids.
- B. The Bid Scope Documents include the Invitation to Bid, Information to Bidders, Summary of the Work, Bid Form, and sample bidding and contract forms.
- C. The Contract Documents consist of the Agreement, the Conditions of the Contract Form HUD-5370, Section 00 70 00 (including U.S. Dept. of Labor Davis Bacon Act Payroll Form, Exhibit AA, and Section 00 82 00 Special Conditions), the Specifications (Project Manual), all Addenda, and all modifications thereto, and the Contract between the Owner and the Contractor.
- D. Addenda are written and graphic instruments issued by the Architect and forwarded by the General Contractor to Subcontractors prior to the time of receipt of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- E. A Bid is complete and properly signed, sealed, and notarized proposal to do the work for the sums stipulated, supported by data called for by the Bidding Documents.
- F. Base Bid is the sum for which the Bidder offers to perform the work described in the Bidding Documents as the Base.
- G. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to, or deducted from, the amount of the Base Bid if the corresponding change in the project scope or materials or methods of construction is described in the Bidding Documents.
- H. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or the Contract Documents.
- I. Where reference is made to the Architect, it shall mean the designated representative of the Architect/Engineer.
- J. Wherever in the Specifications/Project Manual there is a reference to the "Contractor" (or "G.C."), or "Construction Manager" (or CM), such reference shall be interpreted to mean the "General Contractor".

1.7 QUALIFICATION OF CONTRACTORS AND SUBCONTRACTORS:

- A. In order to be qualified, a Bidder must be able to present evidence that he (they) are currently registered with or hold an unexpired certificate as a Contractor, issued by the Florida Construction Industry Licensing Board in accordance with Chapter 489, Part I Licensing of Construction Industry, Florida Statutes. In order to be qualified, if the Bidder is a Corporation, he must be properly registered with the State of Florida, Department of State, Division of Corporations, and must hold a current State Corporate Charter Number in accordance with Chapter 607, Florida Statutes.

- B. Furthermore, the Agreement will only be entered into with responsible Contractors, found to be satisfactory to the Architect and the Owner's Agent, qualified by experience and in a financial position to do the work specified.
- C. The Contractor will be required to engage a qualified independent testing and inspection consultant, and a Florida Licensed Asbestos Remediation Contractor acceptable to the Architect and the Owner's Agent, with capabilities to prepare reports during the term of the project.
- D. The Contractor will be required to engage a qualified Florida Licensed Surveyor to provide a physical and topographical survey of each property before demolition/construction and again after construction as an As-Built Survey.

1.8 METHOD OF BIDDING:

The work described in these documents is the sole responsibility of the Contractor. The work of each Subcontractor is described in the Description of Work of each Specification Section and as noted on the documents and shall be identified in the contract with each Subcontractor.

1.9 EXAMINE BIDDING DOCUMENTS AND SITE VISIT:

- A. The Bidder shall be held to have examined the premises and sites so as to compare the existing conditions with the diagrams and Specifications/Project Manual, and to have satisfied himself as to the condition of the premises, any obstructions, the actual levels, and all other work necessary for carrying out the project, before delivery of his proposal. The Bidder shall also acquaint himself with the character and extent of the Owner's Agent's and other Contractor's operations in the area of the work, so that he may make his construction plans accordingly. No allowances or extra payment will be made to a Contractor for, or on account of, costs or expenses occasioned by his failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's Agent or a Subcontractor's ongoing activities.
- B. Complete sets of Bidding Documents shall be used in preparing bids. Neither the Owner's Agent, nor the Architect assumes any responsibility for errors, omissions, or misinterpretations resulting from the use of incomplete sets of Bidding Documents (available by registering with the Architect)
- C. The Owner's Agent or Architect in making, or having made, copies of the Bidding documents and Contract Documents available, does so only for the purpose of obtaining bids on, or construction of, the Work and does not confer a license or grant for any other use.

1.10 DISCREPANCIES, OMISSIONS OR INTERPRETATIONS

- A. Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or Contract Documents or of site and local conditions. Bidders requiring clarification or interpretation of the Bidding Documents or Contract Documents shall make a written request to the Architect by February 10, 2020, 3:00 pm (CT) local time. Interpretations will not be made orally.
- B. Any interpretations, corrections, or change of the Architect's Bidding Documents will be made by Addendum by the Architect and issued to registered bidders by the Architect. Interpretations, corrections, or changes of Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections, and changes.
- C. Addenda will be posted to the Architect's Procurement Website for all bidders registered with the Architect.
- D. All emails to the Architect for clarification or interpretation of the documents will be accepted by the Joseph Sorci, AIA via email: jsorci@floridaarchitects.com (also refer to Section 00 07 00, Invitation to Bid for additional information). The Architect is the preparer of the Bidding Documents and Construction Documents and, as such will be the interpreter of the Documents, and will be the only party authorized to issuance clarifications, modifications, or interpretations regarding this project.

1.11 BID PROPOSAL FORM:

- A. The Bidder by submitting his Bid represents that he has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- B. Each bid shall be submitted on the bidder's letterhead following (matching) the bid proposal form bound in the Bid Scope Documents with all blank spaces filled in. All blanks on the bid form shall be filled in by typewriter or manually in ink. Each bid shall be submitted in duplicate (one marked "Original" and one (1) electronic copy on a jump drive or readable CD) (also refer to Section 00 07 00, Invitation to Bid for additional information).
- C. All interlineations, alterations, or erasures shall be initiated by the signer of the bid.
- D. Fill in all spaces for bid prices in both words and figures. In case of discrepancies, the amount shown in words will govern. Submit the Bid, the bid security, and all other documents required to be submitted with the Bid, in a sealed opaque envelope (refer to Section 00 07 00, Invitation to Bid for additional information).
- E. All requested Alternates and Unit Prices shall be bid. If alternates do not make a change in the Base Bid, enter "No Change". Failure to comply with this requirement may result in rejection of the Bid.
- F. Make the Bid in the name of the principal, and if a co-partnership, give the names of the parties. Give the complete address. If bids are submitted by an agency, provide satisfactory evidence of the agency authority.
- G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. The Bid Proposal shall be signed, sealed and notarized by the person or persons authorized to bind the Bidder to the contract.
- H. The Bidder, by submitting his Bid, represents that he has read and acknowledges that the construction time frame is acceptable. The Bidder further acknowledges that his Bid is based upon the materials, system, and equipment required by the Bidding Documents without exception.
- I. Bids must be received at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid, or any extension thereof made by the Addendum.
- J. Oral, telephone, emailed, faxed, or telegraph bids are invalid and will not receive consideration. No Bids received after the time fixed for receiving them will be considered. Late Bids will be returned to the sender unopened.

1.12 ADDENDA:

- A. All addenda issued during the time of bidding shall become part of the Bidding Documents, and receipt thereof shall be acknowledged on the bid proposal (refer to Section 00 07 00, Invitation to Bid for additional information and Exhibit "I", Addendum Acknowledgement Form).
- B. Each Bidder shall ascertain prior to submitting his bid that he has obtained all Addenda issued.
- C. Addenda will be posted to the Owner's and the Architect's Procurement Website as soon as prepared by the Architect. Bidders are encouraged to register with the Architect for direct notifications. It is the Bidder's responsibility to frequently check the Owner's Procurement Website if not registered with the Architect.

1.13 ALTERNATES:

- A. Each Bidder shall bid on all Alternates listed in each part of the Bid Proposal. They will be fully considered in awarding the Contract.
- B. Bids will be considered irregular, and may be rejected, if Alternates contained in the Bid Proposal are obviously unbalanced in excess of, or below, reasonable cost analysis values.

1.14 SALES TAX:

- A. The Bidder shall include in his Bid Proposal all sales and use taxes on materials and equipment included in his Proposal which may be required by law.

1.15 INSURANCE:

- A. Refer to Specification Section 00 70 00, Form HUD-5370, Conditions of the Contract.

1.16 WITHDRAWAL OR REVISION OF BID PROPOSALS:

- A. Any bid proposal may be withdrawn or revised in writing prior to the scheduled time for opening of bid proposals.
- B. A bid may not be modified, withdrawn, or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of bids, and the Bidder so agrees in submitting his bid.
- C. Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place, and prior to the time, designated for receipt of bids. Such notice shall be in writing over the signature of the Bidder or be by email; if by email, written confirmation over the signature of the Bidder must have been mailed and post-marked on or before the date and time set for receipt of bids. It shall be so worded as not to reveal the amount of the original bid.
- D. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with this Section, Information to Bidders and other Bid Document requirements.
- E. Bid security shall be in an amount sufficient for the bid as modified or resubmitted.

1.17 ACCEPTANCE OF BID PROPOSALS:

- A. Bids will be received on or before February 20, 2020 until 2:30 pm (CT) local time.
- B. Bids will be read aloud on February 20, 2020 at 2:30 pm (CT).
- C. Bids shall be good for sixty (60) calendar days after the bid opening. A Bid Bond is required.
- D. It is the intent of the Owner's Agent to award a Contractor to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available.
- E. Further, the Panama City Housing Authority reserves the right to accept or reject any or all bids, or parts thereof, or to waive informalities therein, or to accept other than the lowest bid when considered to be in the best interest of the Owner, or to waive informalities in the solicitation documents, or to obtain new bids.

1.18 CONSTRUCTION BONDS:

- A. The Owner's Agent will, prior to the execution of the Contract, require the General Contractor to furnish a Performance Bond (Exhibit "K") and Labor and Material Payment Bond (Exhibit "J") equal to one hundred percent (100%) of the total amount payable by the terms of the Contract.
- B. The Contractor shall deliver the required Bonds to the Owner's Agent at the date of execution of the Contract.
- C. The Bonds shall be written and executed on the forms which are included in the Bid Scope Documents. Any bonding company submitting a Bid Bond or Construction Bonds to the Owner's Agent must be licensed to transact a fidelity and surety business in the State of Florida.
- D. The Contractor shall be responsible for notifying the Owner's Agent immediately upon notification from the Bonding Company that they can no longer provide the Bonding requirements for this project, and/or if the company is not able to conduct business, or if the company goes out of business. The Contractor shall also be responsible for immediately obtaining new Bonds as required for this project and forwarding them to the Owner's Agent, if the original Bonding Company cannot provide the bonds or goes out of business.

1.19 CONTRACT AGREEMENT FORM:

- A. The form that will be used for this contract agreement shall be the "Standard Short Form of Agreement between the Owner and Contractor where the basis of payment is a STIPULATED SUM" (A.I.A.).

Document A105-2017) as modified/prepared by the Owner's Agent. Refer to Exhibit "M" at the end of this Section for a draft version of the Agreement.

- B. The U.S. Dept. of Labor Davis Bacon PAYROLL Form (OMB No.: 1235-0008), Exhibit AA is a requirement for this Project.

1.20 POST-BID INFORMATION:

- A. After the bids are received, tabulated and evaluated by the Owner's Agent and the Architect, the apparent low bidder shall meet for the purpose of determining any contract concerns. Contractor to provide the following information to the Owner at the meeting:

Designation of Work to be performed by the Bidder with his own forces.

Provide a Schedule of Values with unit costs for each major item.

A final list of names of the Subcontractors or other entities (including those who are to furnish materials or equipment) proposed for the principal portions of the Work.

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work. This information shall not be allowed to change during the course of the Work unless approved by the Architect/Engineer.

1. The Bidder will be required to establish to the satisfaction of the Architect and Owner's Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - a. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner's Agent or the Architect, after due investigations, has reasonable objection to any such proposed person or entity.
 - b. If the Owner's Agent or Architect has reasonable objection to any such proposed person or entity, the Bidder shall submit an acceptable substitute person or entity with an adjustment in his bid price, if any, to cover the difference in cost occasioned by such substitution.
 - c. The Owner's Agent may, at his discretion, accept the adjusted bid price or he may disqualify the Bidder. In the event of either withdrawal or disqualification of the Bidder pursuant to this paragraph, bid security will not be forfeited.

1.21 SCHEDULING AND COMPLETION:

- A. Work shall be commenced by the date established in the Notice to Proceed, but in no case more than five (5) consecutive calendar days after such date, and shall proceed in accordance with a schedule to be developed by the Contractor and presented to the Architect and the Owner's Agent. The work shall be Substantially Complete (as approved by the Architect and Owner).
- B. Substantial Completion shall be completed within Ninety-One (91) consecutive calendar days from Notice To Proceed; and
- C. Final Completion shall be completed within Thirty-Two (32) consecutive calendar days from Substantial Completion.
- D. Due to the required operation schedule, the need to complete this work in order to redevelop the properties, time is of the essence for this Contract.
- E. LIQUIDATED DAMAGES:

If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time or as otherwise required by the Contract Documents, the Owner's Agent shall be entitled to retain or recover from the Contractor and/or its Surety, and liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the

Owner's Agent would incur as a result of delayed completion of the Work.

Substantial Completion Liquidated Damages Per Day: \$1,000.00

The Liquidated Damages amount per calendar day are fixed and agreed upon by and between the Contractor and the Owner's Agent because of the impracticality and difficulty of ascertaining actual damages the Owner's Agent will sustain. The Owner's Agent will suffer financial damage if the Project is not substantially completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner's Agent will sustain by reason of the inconvenience, loss of use, loss of monies, additional costs of contract administration by the Architect and Owner's Agent.

Permitting the Contractor to continue and finish the Work or any part of the Work after time fixed for its completion or after date to which time for completion may have been extended shall in no way constitute a waiver on the part of the Owner's Agent of any of his rights under the Contract.

Liquidated Damages shall also be assigned to the Contractor if punch list items have not been completed within Thirty (30) consecutive calendar days after Substantial Completion. Liquidated Damages for punch list items shall commence on the (31st) day after Substantial Completion and accrue until the final Application for Payment has been approved by the Architect. The Contractor, and its Surety, shall pay to the Owner's Agent the sums hereinafter stipulated as fixed, agreed and liquidated damages for each calendar day of delay until the punch list items are complete:

Final Completion Liquidated Damages Per Day: \$500.00

1.22 REQUIREMENTS FOR LICENSED SUBCONTRACTORS:

- A. The Contractor must complete a form provided by the Owner's Agent for every Subcontractor. The information required will be their license # and the expiration date.

1.23 PRE-BID CONFERENCE:

- A. A non-mandatory Pre-Bid Conference will be scheduled for each Project Site so that Bidders may inspect the sites as they require before providing a Bid Proposal.
- B. Massalina Memorial Homes Site:

On-Site meeting Scheduled for February 6, 2020, 2:00pm (CT) local time. Meet at the intersection of Frank Nelson Drive and Joe Lewis Drive.

- C. Fletcher Black Memorial Homes Site:

On-Site meeting Scheduled for February 6, 2020, 3:30pm (CT) local time. Meet at the Maintenance Complex on Bob Sikes Drive.

1.24 ADDITIONAL PRE-BID CONFERENCE:

- A. A non-mandatory Pre-Bid Conference will be scheduled for each Project Site so that Bidders may inspect the sites as they require before providing a Bid Proposal.
- B. Massalina Memorial Homes Site:

On-Site meeting Scheduled for February 13, 2020, 2:30pm (CT) local time. Meet at the intersection of Frank Nelson Drive and Joe Lewis Drive.

- C. Fletcher Black Memorial Homes Site:

On-Site meeting Scheduled for February 13, 2020, 3:30pm (CT) local time. Meet at the Maintenance Complex on Bob Sikes Drive.

1.25 EQUAL OPPORTUNITY:

A. The Contractor shall maintain policies of employment compliant with Executive Order #11246 as follows:

1. Neither the Contractor or any Subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and Subcontractors agree to post in conspicuous places, available to employees and applicants of employment, notices setting forth the policies of non-discrimination.
2. The Contractor and all Subcontractors shall, in all solicitations advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national, origin, or age."

END OF SECTION 00 10 00

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SECTION 01 10 00 – SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions, Special Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Phased demolition.
 - 4. Work by Owner.
 - 5. Work under separate contracts.
 - 6. Access to site.
 - 7. Work restrictions.
 - 8. Specification and drawing conventions.
- B. Related Section:
 - 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification:

PANAMA CITY HOUSING AUTHORITY (PCHA)
Phase I Demolition Project
FLA Project No. 4274-02

Project Location(s):

- 1. **Massalina Memorial Homes**
804 E. 15th Street, Panama City, FL
22-Buildings – 140 Units, Approx. 8-Acres
- 2. **Fletcher Black Memorial Homes**
11 Bob Sikes Drive, Panama City, FL
24 Buildings, 60-Units, Approx. 12-Acres

- B. Owner:

PANAMA CITY HOUSING AUTHORITY (PCHA)
2315 Ruth Hentz Avenue
Panama City, FL 32405
Ph: 850.769.5278

1. Owner's Representative: Mr. Mike Johnson, Project Manager
2315 Ruth Hentz Avenue
Panama City, FL 32405
Ph: 850.769.2358
mjohnson@panamacityhousing.org

C. Architect:

FLORIDA ARCHITECTS, INC.
103 W. 5th Street
Panama City, FL32401
850.257.5400

- D. Project Website(s): Project Website(s) administered by the Architect will be used for purposes of managing communication and documents during the bidding, design and construction stages.
1. See Division 01 Section "Project Management and Coordination" for Contractor's requirements for utilizing the Project Website(s).

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this contract involves construction/demolition and site preparations on two (2) unoccupied and non-operational multifamily housing sites in Panama City, Bay County, Florida. The Owner WILL NOT occupy the existing campuses during the construction/demolition project. The Work of the Project is defined by the Contract Documents and is generally described by the following:
1. The Contractor, prior to beginning demolition, will obtain a site topographical and boundary survey from a Florida licensed professional surveyor in digital AutoCAD file format of each project site. Surveys will be used for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, As-Built (Record) Drawings, and permitting. The Surveyor is required to also provide an As-Built physical and topographical survey at the end of construction in the same format. These surveys are required to be submitted (.dwg format) to the Architect for review and to the Owner for future project reconstruction use.
 2. Contractor shall contract with a Florida Licensed Asbestos Mitigation entity who will prepare a Mitigation Plan submitted to the Architect and Owner for review. The asbestos mitigation must be completed before any building demolition can start.
 3. Contractor shall locate all underground utilities from the point of property entrance to the existing buildings by calling for utility locates and by either hand digging or by using ground radar or both as necessary.
 4. Contractor to terminate and cap all utilities at the property lines as required by the utility authorities. Mark the exact locations by dimensions on the As-Built and place a concrete monument on the property.
 5. Install tree protection around all existing trees 6"-caliper and larger on each site to remain – refer to Section 01 56 39, Temporary Tree and Plant Protection.
 6. Demolition Work to include the following:
 - a. Properly dispose of debris in accordance with all local, state and federal codes and standards;
 - b. Demolish and remove all building structures on both sites (except the maintenance complex on the Fletcher Black Memorial Homes site) after the asbestos has been

properly mitigated and disposed of by a Florida licensed Asbestos Mitigation firm. Remove ALL building, shed, porches, playground equipment, and other structures and components such as walls and roofs and floors, slabs, stem walls, foundations, etc.;

- c. Demolish and remove all fences and exterior fence/walls except for the temporary chain link fencing at the property borders;
- d. Saw-cut and remove all concrete sidewalks from the street edge sidewalk (to remain) inward on each property. At Massalina Memorial Homes site, saw-cut and remove the roadway paving (called E. 14th Court), concrete curbs and concrete sidewalks from Palo Alto Avenue inward. At Fletcher Black Memorial Homes site, saw-cut and remove the roadway paving (called Bob Sikes Drive), concrete curbs and concrete sidewalks from W. 11th Street inward;
- e. Massalina Memorial Homes Site Utilities: Demolish and remove all underground utilities from the Contractor capped service line at the property lines inward, including under Bob Sikes Drive. Remove all irrigation lines, heads, valve boxes, etc.;
- f. Fletcher Black Memorial Homes Site Utilities: Demolish and remove all underground utilities from the Contractor capped service line at the property lines inward, including under Bob Sikes Drive. Remove all irrigation lines, heads, valve boxes, etc.;
- g. Remove all downed or dead trees and other debris on each site within the property boundary lines. Remove all bushes, plants, and related landscaping materials;
- h. Remove all miscellaneous debris and site improvements and leave the property clean and ready for new development.
- i. Overhead power lines and power poles located at the edge of the existing street edge sidewalk shall remain at the Massalina Memorial Homes Site.
- j. Do not fill the existing retention areas at the Fletcher Black Memorial Homes Site as shown on the Site Areal illustration.
- k. Demolish the existing storm curb inlets on Bob Sikes Dr. and the associated storm sewer (between Buildings 7 and 9) up to the outfall head wall at the retention area.
- l. Demolish the Maintenance Complex on the southwest corner of the Fletcher Black Homes Memorial Site.
- m. Contractor to carefully remove the existing site security (pole mounted) cameras and turn them over to the Owner for re-use (six cameras per each of the 2-sites).
- n. The existing Lift Station at the Massalina Memorial Homes Site on the E. 14th Street side does not belong to the Owner and shall remain un-damaged and fully operational.

7. Make the sites ready for redevelopment:

- a. Place and compact imported, clean, drainable, structural earth fill to an elevation of 12-inches above the crown of adjacent roadways. Provide a 2% grade to property edges and to prevent ponding on each site. Refer to Sections 31 10 00 "Site Clearing" and 31 20 00 "Earth Moving" for detailed requirements)
- b. Coordinate with Owner to remove temporary fencing before placing earth fill.
- c. Install finely graded topsoil and temporary irrigation system for "Grassing By Seeding" (Section 32 92 19).
- d. Maintain sites until the establishment of grass is satisfactory.

8. The work in this contract will NOT include the work of a sustainable rating system.

B. Type of Contract:

Project will be constructed under a single prime contract with a single General Contractor hard-bid method. Refer to Exhibit M, draft AIA A105-2017, Standard Short Form Agreement Between Owner and Contractor.

1.5 WORK BY OWNER

- A. Owner has installed a temporary chain link fence and gates. Contractor shall coordinate with Owner to have vehicle access gates installed at specific locations if required. Contractor to pay for any damages to fencing and gates as a result of the Contractors activities.

1.6 OWNER-FURNISHED PRODUCTS

- A. None

1.7 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated. The Contract limits are the property lines for each site as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions beyond areas in which the Work is indicated without Owner's approval.
 - 1. Limits: PROPERTY BOUNDARIES.
 - 2. Construction fence and gates will be installed by the Owner and removed before fill and grading activities commence by Contractor.
 - 3. Driveways: Keep driveways loading areas, parking and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways, loading areas, and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Provide personnel to manage site gates and restrict access to the sites from the public.

1.8 COORDINATION WITH OCCUPANTS

- A. Owner Occupancy: NONE. Owner will NOT occupy ANY building(s) area(s) during entire construction period.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:30 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.
 - 1. Weekend Hours: 8:30 a.m. to 6:00 p.m. with Owner's permission.
 - 2. Early Morning Hours: NONE.
- C. Noise, Vibration, Dust, and Odors: Coordinate operations that may result in high levels of noise and vibration, dust, odors, or other disruption to adjacent property owners.
 - 1. Notify Architect and Owner not less than two (2) days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.

3. Prepare a Demolition Plan describing the policies and procedures for controlling high levels of noise and vibration, dust, odors, or other disruption.
- D. Controlled Substances: Use of controlled substances on the properties or adjacent to the properties is NOT permitted.
- E. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- F. Employee Screening: Comply with Owner's requirements regarding drug and background screening of personnel working on the Project site.
 1. Maintain list of approved screened personnel with Owner's Representative.
 2. On-Site personnel shall have valid badges as specified.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Conditions, and Division 01 General Requirements: Requirements of Sections in Divisions 00 and 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and/or as scheduled on Drawings.
 3. Architectural Dictionary: A Concise Dictionary of Architectural Terms By John Henry Parker

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00



Figure 1: Massalina Memorial Homes Site Diagram



Figure 2: Massalina Memorial Homes Site



Figure 3: Fletcher Black Memorial Homes Site Diagram (CHANGED Addendum #3)



Figure 4: Fletcher Black Memorial Homes Site

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