

#### **ADDENDUM NO. FOUR (4)**

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. Does standard Panama City local preference come into play with this project?

Response: No.

2. Is there an estimated value for this job?

Response: No.

3. What is the time allowed for completion?

Response: Refer to Addendum #1, Item PM-2(e).

#### **PROJECT MANUAL/SPECIFICATIONS/CLARIFICATIONS (PM):**

Item No. PM-1: Refer to Section 01 10 00, Summary:

- a. Refer to 1.4.6 and CHANGE Subparagraph "m" to the following:

"m. Contractor to carefully remove the existing site security (pole mounted) cameras and turn them over to the Owner for re-use. There are eighteen (18) cameras at Massalina Memorial Homes site and five (5) cameras at the Fletcher Black Memorial Homes site."

- b. CHANGE Subparagraph 1.5.A as follows:

"A. Owner has installed a temporary chain link fence and gates. Contractor shall take over the rental of the temporary fence and modify the configuration and rental agreement as they require. Contractor to pay for the temporary fencing and gates starting after the Notice-To-Proceed."

Item No. PM-2: Refer to Section 00 82 00, Special Conditions, Article 4, Paragraph A, Temporary Fencing & Security, and modify to read as follows:

"A. Temporary fencing enclosure is currently on each site and WILL BE required for the duration of the construction period. Owner has installed a temporary chain link fence and gates. Contractor shall take over the rental of the temporary fence and modify the configuration and rental agreement as they require. Contractor to pay for the temporary fencing and gates starting after the Notice-To-Proceed."

Item No. PM-3: Refer to Section 01 50 00, Temporary Facilities & Controls, Paragraph 3.4.E and CHANGE to read as follows:

“E. Site Enclosure Fence: Owner has installed a temporary chain link fence and gates. Contractor shall take over the rental of the temporary fence and modify the configuration and rental agreement as they require. Contractor to pay for the temporary fencing and gates starting after the Notice-To-Proceed.”

**DRAWINGS:**

None.

*End of Addendum No. 4*

**Attachments:** Updated Specification Sections: 01 10 00, Summary; 00 82 00, Special Conditions; 01 50 00, Temporary Facilities & Controls, to include Addendum #4 dated 02/14/20.

## SECTION 00 82 00 – SPECIAL CONDITIONS

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### PART I - GENERAL REQUIREMENTS:

These Special Conditions are hereby made a part of every Section of these Specifications and shall be binding upon each Contractor, Subcontractor, and Material Supplier.

#### ARTICLE 1: PERMITS AND FEES:

- A. Building Permit: A local building permit **IS** required for this project. The Contractor shall obtain and pay for all required approvals and inspections for the project. The Contractor, Subcontractors, and Suppliers shall cooperate with the Owner in obtaining required approvals and inspections.
- B. Utility service **disconnection** fees (if required) and required utility **disconnection** fees, if any, will be coordinated by the Contractor and paid for by the Owner.
- C. Other Permits and Fees: Other than as noted above, the Contractor shall obtain and pay for all other permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including any related inspection fees, in accordance with the contract between the Owner and the Contractor.
- D. The Owner has obtained Phase I Environmental Assessments and Asbestos Surveys for the properties and buildings included in this Project and the Report is included in the Project Manual.
- E. The Contractor and Subcontractors will be subject to all applicable County and local Municipal Occupational License Fees and Taxes.

ARTICLE 2: PROJECT SIGNS:

- A. The Contractor will provide the project sign(s) as designed by the Architect and approved by the Owner. One project sign is required for each site. The signs will be **ONE (1) 8' x 12'** professionally painted (or digital printed and mounted) plywood signs indicating the Architect, Contractor and the Owner. Location to be as directed by the Owner's Representative. No other signs or advertising shall be displayed on the premises without the approval of the Owner. This does not exclude the posting of required trade notices and cautionary signage by the Contractor or the Subcontractors. Directional signage indicating construction entrances, contractor parking, and other miscellaneous information shall be provided as required by the Contractor.
- B. See SECTION 01 50 10 – PROJECT SIGN for additional requirements.

ARTICLE 3: LAYOUT OF WORK:

- A. Refer to Section 01 31 00, Project Management and Coordination, for required Coordination.

ARTICLE 4: TEMPORARY FENCING AND SECURITY:

- A. A temporary fencing enclosure is currently on each site and **WILL BE** required for the duration of the construction period. **Owner has installed a temporary chain link fence and gates. Contractor shall take over the rental of the temporary fence and modify the configuration and rental agreement as they require. Contractor to pay for the temporary fencing and gates starting after the Notice-To-Proceed.**
- B. The services of a watchman will **NOT** be provided by the Owner or the Architect. The Contractor shall be responsible for, and make good, any loss due to theft or vandalism during construction for any claim not covered by Contractor's Builder's Risk Insurance.
- C. Subcontractors shall advise the Contractor and the Architect of any theft or damage which might delay the execution of the Work.
- D. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 5: MATERIAL STORAGE:

- A. Each Subcontractor shall provide sufficient protection for his materials and equipment from damages by weather or construction work, or theft. Location shall be coordinated and approved by the Contractor and Owner. During progress of work on a daily basis and upon completion of the work, remove all debris and leave the area in a clean and orderly condition.
- B. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 6: TEMPORARY TOILET FACILITIES:

- A. The Contractor will obtain and maintain sanitary temporary toilet facilities acceptable to the local Health Department for use by all crew and workmen.
- B. Contractor and Subcontractors will not have access to existing toilet facilities within this facility or the adjacent buildings for the use of his crew and workmen.
- C. See SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for additional requirements.

ARTICLE 7: USE OF PREMISES, BARRICADES AND PROTECTION:

- A. Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Contractor, Owner or Architect may establish.
- B. Before entering upon the Work, ascertain from the Contractor, as approved by the Owner and Architect, what entrances, routes, or roadways shall be used for access to the work, and use only the entrance, routes, and roadways designed for movement of personnel, materials, and vehicles to and from the work.
- C. Contractor shall provide and maintain in good repair barricades, fences, overhead protection, guard railings, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to this contract. Take reasonable precautions necessary to protect Owner's employees, the public, and workmen from injury or damage to vehicles or other property.
- D. Whenever the Contractor intends to depart from the normal work hours, he shall notify the Owner and the Architect at least twenty (20) hours in advance. Failure of the Contractor to give such timely notice may be cause for the Architect to require the removal or uncovering of the Work performed during such time without the knowledge of the Architect but is subject to the approval of the Owner.
- E. Protect pavement, curbs, and all existing construction and improvements during the course of the Work and repair all parts of same which become damaged. Contractor and each Subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets and other improvements resulting from his operations.
- F. Each Contractor and Subcontractor shall be responsible for all damage to the Owner's property and this project due to his operations. Repair or replacement of damaged items shall be to the satisfaction of the Owner and the Architect.
- G. Provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations, encountered during excavation work to protect them from collapse or movement, or other type of damage until such time as they are removed or repaired, incorporated into the new work, or can be properly backfilled upon completion of new work.
- H. Maintain clearances adjacent to and in connection with the work performed.
- I. The Contractor and each Subcontractor shall effectively confine dust, dirt, and noise to the actual construction areas.
- J. All employees and people on-site shall maintain procedures as stated in the Contractor's safety program.
- K. Each Subcontractor shall assume full responsibility for the protection and safekeeping of products under his control which are stored on the site. Subcontractors must move any stored products, under Subcontractor's control, which interfere with operations of the Contractor, Owner or other Subcontractors as directed by the Contractor.
- L. Contractors and Subcontractors must also obtain and pay for use of additional storage or work areas needed for his operations. The Contractor shall receive from each Subcontractor, a receipt of shipment for all materials and equipment stored on-site (or off-site if approved). No materials or equipment shall be removed from the site without the permission of the Contractor and the Owner. No materials may be stored off-site unless approved in writing by the Contractor, Architect and Owner.
- M. Contractor and each Subcontractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety, or the safety of persons or property.
- N. All employees of the Contractor and Subcontractors shall conduct themselves in a proper manner. Any disruptive behavior by any employee will cause that employee to be barred from the construction site and the Owner's property. The use of AM/FM radios is prohibited. Animals are not allowed on the property.
- O. All pumping, bailing, or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire progress of this work shall be the responsibility of the Contractor performing said excavations and trenches due to their scope of work. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.
- P. Contractor shall prepare a Safety Plan which clearly delineates areas for construction, safety barriers, exits, construction traffic during the various phases of the project prior to initiating construction. Contractor to submit the Plan to the Architect and Owner.
- Q. 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 demolition can start.
- R. The Contractor will obtain and pay for an existing site topographical and boundary survey from a Florida licensed professional surveyor in digital AutoCAD files of each project site for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings. The Surveyor shall provide an As-Built physical and topographical surveys at the end of the construction phase. These surveys are required to be submitted to the Architect and Owner for future project use.

ARTICLE 8: TEMPORARY FIELD OFFICES FACILITIES AND PARKING:

- A. The Contractor, Owner and the Architect will designate an area for construction trailers (if required), equipment and parking for all construction workers. Placement and schedule shall be coordinated with the Contractor.
- B. Contractor shall provide a temporary field office with a meeting room of adequate size, and other temporary buildings as may be necessary for his operations as approved by the Owner. Storage and maintenance facilities shall be as required in accordance with the local Fire Marshall having jurisdiction. The Contractor shall arrange for the temporary electrical service and other utilities in his area for their use.
- C. The Contractor and/or Subcontractors shall maintain his designated space for office and sheds if provided. This includes removal of weeds, debris, and trash. Clean and restore space at completion of the work.
- D. Field offices and sheds shall not be used for living quarters.
- E. Offices and sheds, when provided, shall be of suitable and safe design, maintenance, and appearance. Temporary facilities shall be securely anchored to the ground to resist wind speed at the specific site of construction.

ARTICLE 9: COOPERATION - DISPUTES:

- A. The completion of the Project within the described time is dependent upon the close and active cooperation at all those engaged therein. Therefore, it is expressly understood and agreed that the Contractor and Subcontractors shall lay out and install his work at such time, and in such manner as not to delay or interfere with the carrying forward of the work of others, and as directed by the Contractor.
- B. In the event of any dispute arising as to possible or alleged interference between the various Subcontractors, which may retard the progress of the Work, the same shall be adjusted by the Contractor.

ARTICLE 10: CLEANUP:

- A. Contractor and Subcontractors shall be responsible for clean-up. Each Contractor shall clean their respective work areas on a daily basis as a minimum.

ARTICLE 11: QUALITY CONTROL:

- A. It is the Contractor's and the Subcontractor's responsibility to familiarize himself with all required tolerances and quality assurance clauses, which are a part of the Contract Documents. It is also the Contractor's and the Subcontractor's responsibility to reject or condemn work performed by his forces or the Sub-Subcontractor's forces which does not comply with the requirements set forth in the Contract Documents, or as required by law, codes, etc. NOTE: If a conflict appears between the tolerances and quality assurance of published industry standards and the requirements of the Contract Documents, the Contract Document requirements will govern.
- B. The Owner, Engineer and Architect will conduct periodic observations of the Work as it

- progresses. Should the Owner, Engineer or the Architect reject any portion of the Work, he will promptly notify the Contractor with a Notice of Non-Conformance/Rejected Work. The Contractor will immediately provide the responsible Subcontractors with a Notice of Non-Conformance/Rejected Work and upon receipt of such notification shall, within 48 hours, inform the Contractor, Owner and Architect of his intended plan of action.
- C. The Contractor and Subcontractors should be aware that no monies will be awarded against defective work until such work is completed in a manner satisfactory to the Owner and Architect. In addition, the A/E, depending on the extent of the rejected work, may decide to withhold additional monies to compensate for the projected cost of repairs.
  - D. In the event a Subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative Contractor's installations.
  - E. When a change order request is issued, the affected Subcontractors shall review the Coordination Drawings and bring to the attention of the Contractor any revisions necessary to the work of others not directly affected by the change order.

ARTICLE 12: CHANGES TO THE WORK:

- A. During the course of the Contractor's and Subcontractor's performance of the work necessary to complete the subject Project, certain events may occur which have the effect of changing the conditions under which the work is to be performed as specified and described in the Bidding Documents and/or the nature and extent of the work as specified and described in the Contract Documents.
- B. The occurrence of such events may cause the Contractor and Subcontractors to incur greater or less cost and expense to perform the work required to complete the subject Project. The Contractor, Subcontractor(s) or the Owner shall respectively be entitled to either an increase or decrease in the Contract Sum, whichever is the case. The changes shall be made as documented in Section 00 70 00, Form HUD-5370, General Conditions of the Contract.

ARTICLE 13: (Not Used):

ARTICLE 14: COOPERATION WITH PUBLIC SERVICE COMPANIES:

- A. Contractors shall notify the appropriate persons within local utilities 48 hours before commencement of any work, to verify location of existing below grade pipes, cables, poles, towers, and right-of-ways that could be hazardous to life, limb, health or property. The Contractors will be held solely responsible for any injury, damage to existing utilities, or damaged property.

ARTICLE 15: SUBSTITUTION OF MATERIALS AND EQUIPMENT:

- A. All bids submitted shall be based on materials, equipment, and apparatus of the quality and make specified. The Architect will include at least three (3) approved manufacturers, as reasonably possible, but the manufacturers shall comply with the basis-of-design specifications. The Bidder's attention is directed to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal. However, Bidders wishing to obtain approval of an article, device, product, material, fixture, form, or type of construction other than specified or shown by name, make, or catalog number, shall make written request to the Architect timed so as to reach the Architect at least seven (7) working days prior to the date of receipt of bids. Such requests shall be accompanied by data supporting the claim to equality or equivalence.
- B. "Or Equal": The Contractor and Subcontractors shall not decide that another product is



- equal or equivalent to the brand, or model specified. The Architect is solely charged with this responsibility and judgment. Where "or equal" is stated in the Specifications, it is the Architect/Engineer's and not the Contractor's or Subcontractor's decision as to what brands or suppliers qualify as equal, or equivalent, or do not qualify as equal or equivalent.
- C. The Bidder shall submit drawings and other descriptive data of any modification, or items of assemblies, necessary to provide approved compliance with requirements and compatibility with adjacent components.
  - D. Approval by the Architect, if given, will be made by Addendum. Said approval will indicate that the additional article, device, product material, fixture, form, or type of construction is approved for use insofar as the requirements of this Project are concerned. However, it is the responsibility of the Contractor to ensure that the approved item meets all requirements of the Contract. Bids shall not be based on assumed acceptance of any item which has not been approved by Addendum or specified herein. If a substitute item is bid without prior written approval, the Architect holds the option to void that bid, or require that the work be incorporated as specified at no additional cost to the Owner or Architect.
  - E. Under no circumstance will the Architect/Engineer be required to prove that a product proposed for substitution is, or is not, equal or equivalent quality to the product specified. It is mandatory that the Bidder submit a complete description of the proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other data, samples or information necessary for a complete evaluation. Insufficient data will not be considered.
  - F. Where more than one (1) manufacturer's product is listed, the listing is not necessarily in order of preference, and all will be considered as equally acceptable as long as they meet the design requirements of the Contract Documents and as determined by the Architect/Engineer.
  - G. The Contractor shall provide the same guarantee for an approved substitution, if approved, that is originally required for the originally specified product.

#### ARTICLE 16: FASTENING DEVICES:

- A. All exposed screw and bolt heads in secure spaces throughout the interior of the Project (this specifically excludes mechanical and electrical rooms) shall comply with the following:
  - 1. Any item which requires periodic access for maintenance shall have "spanner-head" fastening devices, or approved equal, which enables removal of the fastener with appropriate special tools.
  - 2. All exposed fastening devices shall be of tamper-proof design, where ever possible, as approved by the Architect/Engineer.
  - 3. All exterior fasteners shall be stainless steel unless otherwise specified by individual Sections.

#### ARTICLE 17: PROJECT CLOSE-OUT/DOCUMENTS:

- A. The Contractor and each Subcontractor shall be responsible for collecting, identifying, and collating the following materials, as applicable to his portion of the Work, and shall submit the same (in duplicate) to the A/E. The Contractor, shall properly organize the materials from himself and the various Contractors and Subcontractors into hard cover, 3-ring binders, and shall deliver copies of the finished books to the A/E for verification. The Architect/Engineer will deliver the approved copies to the Owner for approval. This process, together with the As-Built Drawing requirements, must be completed before the Final Certificate for Payment will be issued by the Architect.
- B. INDEXING: All information shall be organized with categories indexed as per the project close-out index. The individual categories shall also be organized and indexed as per Section of the Specifications.



C. LISTING OF CONTRACTOR AND SUB-CONTRACTORS: The Contractor shall provide a listing of all Sub-Contractors performing work on the site. Required information shall be as follows:

(Example)  
Division 1  
CM / Contractor Representative's Name  
Company Name  
Title  
Address  
Phone Number  
Facsimile Number

Division 2  
Earth Moving and Site Grading  
Representative's Name  
Title  
Company Name  
Phone Number  
Address  
Facsimile Number

D. CERTIFICATE OF SUBSTANTIAL COMPLETION: The Contractor shall insert, at this point, a copy of the fully executed Certificate of Substantial Completion on the form incorporated in the project documents, as future reference for the Owner.

E. CERTIFICATE OF STRUCTURES LOCATIONS: The Contractor shall have a state registered surveyor certify, in writing, with seal affixed, that the location of all new structure(s) is in compliance with the Contract Documents.

F. CONSENT OF SURETY: The Contractor and Contractors shall provide a Consent of Surety on A.I.A. Document G707, Latest Edition.

G. WARRANTY, GUARANTEE AND BONDS:

1. The Contractor and Subcontractors shall, and hereby does guarantee all Work and materials called for in the Contract Documents, including all work performed by the Contractor and his Subcontractors, for a minimum period of one (1) year from the date of Substantial Completion of the building, unless a longer Warranty/Guarantee time is specified by individual Sections.
2. Warranty, guarantee and bonds will be as stated in the Contractor's contract.

H. AS-BUILT DRAWINGS:

1. Final corrected "As-Built" or "Record" drawings shall be complete and accepted by the Architect/Engineer.
2. Refer to Article 3.11.1, Record Drawings, for specified process and requirements.
3. The Contractor will obtain and pay for an existing site topographical and boundary survey from a Florida licensed professional surveyor in digital AutoCAD files of each project site for the Contractor's and Subcontractor's use to prepare Shop Drawings, Coordination Drawings, and As-Built (Record) Drawings. The Surveyor shall provide an As-Built physical and topographical surveys at the end of the construction phase. These surveys are required to be submitted to the Architect and Owner for future project use.

ARTICLE 18: HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION:

- A. The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of the Architect. Construction within the immediate area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the State Historic Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (80 Stat 915, 16 U.S.C. § 470) and Executive Order No. 11593 of May 31, 1971.

ARTICLE 19 ENVIRONMENTAL REQUIREMENTS:

- A. Endangered Species. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of the Architect. Construction within the affected area shall be temporarily halted pending the notification process and further directions issued by the Architect after consultation with the Florida Fish and Wildlife Conservation Commission.

ARTICLE 20: INDEMNIFICATION:

- A. To be as stated in the Contract between Owner and Contractor.

END OF SECTION 00 82 00

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: \_\_\_\_\_ Project No. \_\_\_\_\_  
The work performed under the Contract dated \_\_\_\_\_ between \_\_\_\_\_  
\_\_\_\_\_ (the Owner)  
and \_\_\_\_\_ (the Contractor),  
for the construction of \_\_\_\_\_ (Building Name)  
was found to be Substantially Completed as of \_\_\_\_\_ (Date).

The term "Substantial Completion" shall mean that the construction is sufficiently completed in accordance with the Plans and Specifications, as modified in any Change Order agreed to by the parties, so that the Owner can occupy the building and/or utilize the facility/project for the use for which it was intended without hazard to the occupants or to the facility.

A list of items to be completed or corrected is appended hereto. This list may not be exhaustive and the failure to include an item on it does not alter the responsibility of the Contractor or the Contractor to complete all the work in accordance with the Contract Documents, including authorized changes thereto.

The Contractor will complete or correct the work on the list of items appended hereto within fifteen (15) consecutive calendar days from the Date of Substantial Completion.

Owner assumed full possession of the facility above described on \_\_\_\_\_  
\_\_\_\_\_.

The responsibility of the Contractor to provide utilities, under the Contract Documents shall cease that date and the one-year warranty period or other specified warranty/guarantees so specified shall begin. Insurance coverage shall continue in accordance with provisions as amended in the Contract Documents.

(Architect/Engineer) \_\_\_\_\_ (Authorized Representative)

(Contractor) \_\_\_\_\_ (Authorized Representative)

(Owner) \_\_\_\_\_ (Authorized representative)

CERTIFICATE OF CONTRACT COMPLETION

AGENCY/OWNER:  
PROJECT:

CONTRACTOR:

CONTRACT FOR:

CONTRACT DATE:

CONTRACT AMOUNT:

CONTRACTOR'S AFFIDAVIT:

I solemnly swear (or affirm): That the work under the above named Contract and all Amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against the project will be paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the Contract; that all Workers' Compensation Claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance.

CONTRACTOR:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, known (or made known) to me to be the  
(OWNER) OR (PARTNER) \_\_\_\_\_  
of ,  
(Corporate Official Title) \_\_\_\_\_

Contractor(s), who, being by me duly sworn, subscribed to the foregoing affidavit in my presence.  
(Notary Public)

(Type Name): \_\_\_\_\_

My Commission Expires:

WARRANTY – GUARANTEE

Submit for each individual Warranty – Guarantee specified in each Section of the Specifications:

Division No.: \_\_\_\_\_

Section No.: \_\_\_\_\_

Title No.: \_\_\_\_\_

TO: (Owner)

RE: (Project Name)

(Contractor's Name): \_\_\_\_\_

\_\_\_\_\_, does hereby certify to all guarantees and warranties taking effect on the date of Substantial Completion and shall remain in force as required by the Contract Documents for the Construction of ; and further certifies that all labor, materials, equipment or items necessary to execute said guarantees and warranties shall be furnished at no cost to the Owner for the duration of each guarantee or warranty period.

WARRANTY – GUARANTEE PERIOD:

\_\_\_\_\_

(Contractor's Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ (type name of signee below)

Title: \_\_\_\_\_

Sworn to and subscribed before me this

(NOTARIAL SEAL)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ .

Notary Public, State of Florida

My Commission Expires:

**CONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT**

The undersigned Lienor, in consideration of the progress payment sum in the amount of \$\_\_\_\_\_, and a total amount \$\_\_\_\_\_ paid to date including this progress payment, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished through the date of \_\_\_\_\_ to PANAMA CITY HOUSING AUTHORITY (Owner), on the job of PHASE I DEMOLITION PROJECT to the following property:

\_\_\_\_\_

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

Lienor's Signature: \_\_\_\_\_

Lienor's Printed Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

☐ Personally known

☐ Provided the following identification: \_\_\_\_\_

State of: Florida

County of: Bay

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(NOTARIAL SEAL)

Notary Public, State of Florida: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

END OF SECTION 00 82 00



## 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. 15<sup>th</sup> 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](mailto:mjohnson@panamacityhousing.org)

C. Architect:

FLORIDA ARCHITECTS, INC.  
103 W. 5<sup>th</sup> 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. 14<sup>th</sup> 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. 11<sup>th</sup> 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. There are eighteen (18) cameras at Massalina Memorial Homes site and five (5) cameras at the Fletcher Black Memorial Homes site.
  - 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 TEMPORARY FENCING

- A. Owner has installed a temporary chain link fence and gates. Contractor shall take over the rental of the temporary fence and modify the configuration and rental agreement as they require. Contractor to pay for the temporary fencing and gates starting after the Notice-To-Proceed.

#### 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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## **SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS**

### PART 1 - GENERAL

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SUMMARY**

- A. Section includes requirements for temporary fencing, utilities, support facilities, and security and protection facilities.
- B. Related Sections:
  - 1. Division 01 Section "Summary" for work restrictions and limitations.

#### **1.3 USE CHARGES**

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Subcontractors, testing agencies, and authorities having jurisdiction.
- B. Utilities Services: Owner will pay service use charges for all existing utilities and will terminate all services before construction/demolition begins.

#### **1.4 INFORMATIONAL SUBMITTALS**

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Dust-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation. Do not allow site activities to create dust carried on to adjacent properties. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - 1. Dust-control measures and procedures at each phase of the work.
  - 2. Waste management plan.
- D. Hurricane Preparedness Plan: Submit narrative that describes the Hurricane Preparedness Plan, policies, procedures, resources and implementation.

#### **1.5 QUALITY ASSURANCE**

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service if required. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and FBC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Owner Provided Chain-Link Fencing: Existing temporary fencing may be used during the project activities and Contractor shall pay for any damages as a result of the construction/demolition activities.
- B. Portable Chain-Link Fencing: Contractor furnished as necessary. Minimum 2-inch , 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.
- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10 mils minimum thickness, with flame-spread rating of 15 or less per ASTM E 84.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General (If required and provided by Contractor): Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds (If required and provided by Contractor): Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from buildings.

### 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL



- A. Locate facilities (If required and provided by Contractor) where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General (If required and provided by Contractor): Not provided by Owner. Install temporary service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Not provided by Owner. Provide temporary utilities to remove effluent lawfully.
  - 1. Connect temporary sewers to municipal system or private system indicated as directed by authorities having jurisdiction.
- C. Water Service: Not provided by Owner.
- D. Sanitary Facilities: Not provided by Owner.
- E. Heating and Cooling: Not provided by Owner.
- F. Ventilation and Humidity Control: Not provided by Owner.
- G. Electric Power Service: Not provided by Owner.
- H. Lighting: Not provided by Owner.
- I. Telephone Service: Not provided by Owner.
  - 1. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Not provided by Owner.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241 if provided by Contractor.
  - 2. Remove before Substantial Completion.
- B. Temporary Roads and Paved Areas: Maintain existing roadways and temporary roads and paved areas. Locate temporary roads and paved areas within construction limits indicated on Drawings if required.
  - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing roadways and improvements to remain including curbs, pavement, and utilities in easements.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Provide temporary parking areas for construction personnel where designated by Owner.
- E. Project Signs: Provide Project signs as indicated and specified in Division One including a project sign at each site. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
- F. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Comply with requirements of authorities having jurisdiction, and requirements.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- E. Site Enclosure Fence: **Owner has installed a temporary chain link fence and gates. Contractor shall take over the rental of the temporary fence and modify the configuration and rental agreement as they require. Contractor to pay for the temporary fencing and gates starting after the Notice-To-Proceed.**
1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations and as approved by Owner.
- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of ponding water that may appear during construction/demolition activities.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion. Complete or, if necessary, restore site that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

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