

BIDDING AND CONTRACT REQUIREMENTS
DOCUMENT 00 90 01 - ADDENDA

Date: July 18, 2023

Melotte Morse Leonatti Parker Ltd., Architects
213 ½ South Sixth Street
Springfield, IL 62701

To: Prospective Bidders
Subject: Addendum No. 1 to the Bidding Documents for:

Concord Apartments West Super 1 Bedroom Modernization
Decatur Housing Authority, Decatur, Illinois
MMLP Ltd. #122072

This addendum forms a part of the bidding and contract documents and modifies the original bidding documents, dated July 12, 2023 (Concord Apartments West Super 1 Bedroom Modernization - Decatur Housing Authority). Acknowledge receipt of this addendum in the space provided on the Bid Form. **FALURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION**

ITEM	DESCRIPTION
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SPECIFICATIONS:

General #1 The allowable time for construction is **168 days**, unless mutually agreed upon at the pre-construction meeting. Any references to other construction times are invalid and should be disregarded.

General #2 The project documents are being handled by Decatur Blueprint, 230 Wood Street, Decatur, Illinois 62523. It is not being hosted on the architect's plan room. Plans can still be acquired, for a refundable fee, by contacting the architect's office.

Item #1 Section 00 73 01 – Supplementary Conditions Hud 5370-Ez:
Replace: Section 00 73 01, in its entirety. (attached)

Item #2 Section 01 21 00 – Allowances:
Add: Article 1.04 Allowance Schedule, in its entirety.

Item #3 Section 22 40 00 – Plumbing Fixtures
Change Article 2.04.B to read: Lavatory sinks and tops to be cultured marble. See Section 06 61 00.

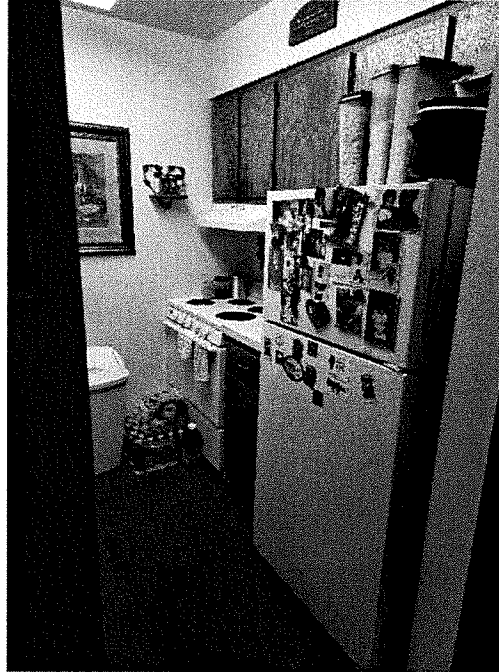
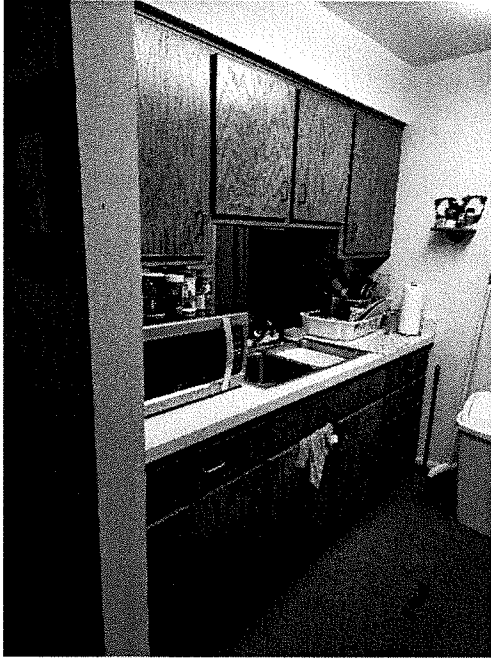
Change Article 2.05.B sink dimensions to 25" x 19" minimum. All other requirements are unchanged.

ITEM DESCRIPTION

DRAWINGS:

- Item #1 Sheet A1.1 4-6 Floor Plans- Existing/Demo & New:
Change: Closet walls in bedrooms are not to be demolished as shown.
Clarification: Existing wood baseboards are to be reused in the work except provide new at all baths and half-baths. Paint new and touch up existing.

Clarification: New doors to be solid core pre-primed wood doors and frames to be KD type steel frames, painted.
- Item #2 Sheet A1.2: Enlarged Super 1 Bedroom:
Clarification: A new door in small bedroom closets by hallway door (as shown on Sheet A1.1) to be provided in all units. Install in a similar manner as the double closet doors with a header built to infill the gap above..
- Item #3 Sheet A2.0: Super 1 Bedroom Elevations:
Add scope: Contractor provide recirculating type range hood with light. Color and style to match range.
Clarification: Vanity tops to be cultured marble one-piece with integral bowl and splash.
Clarification: Electrical box at half-baths will need to be relocated or replaced to center light on new vanity dimension.
Clarification: Unit 107 casework to be one for one replacement of existing. See photos below. Contact Diane Hackert for access to unit.



Bids are due on Wednesday, August 2, 2023 at 2:00 P.M. prevailing time at Project Site – 333 East Center Street, Decatur Illinois 62526. Faxed bids are not acceptable.

Unless herein modified, all previous addenda remain in full force and effect.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Anthony Tolliver".

Anthony Tolliver
MMLP Architects

This Addenda consists of 3 pages

Attachments: Spec Sections 00 73 01 and 01 21 00.

Supplementary General Conditions

A. The General Conditions are supplemented and modified as follows:

1. Contractor. Clause 2 of the General conditions is hereby amended as follows:

a. Insert 5% (five percent) minimum in paragraph b, as the minimum amount of the work the prime contractor shall perform on site.

b. Add the following paragraphs:

(i) The Contractor shall indemnify and hold harmless the Housing Authority and its employees from and against all claims for personal injury or property damage, including claims against the Housing Authority, its agents or servants, arising out of the Illinois Structural Act, and all losses and expenses, including attorneys fees that may be incurred by the Housing Authority defending such claims, arising out of or resulting from the performance of the work and caused in whole or in part by any negligence act or omission of the contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts an of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Housing Authority or any of its agents or servants by an employee of a contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the contractor or subcontractor under Workers Compensation acts, Disability Acts, or their Employee Benefits Acts."

(j) The obligations of the contractor shall not extend to the LHA, its agents, or employees, arising out of the preparation of maps, drawings, opinions, reports, surveys, change orders, designs or specifications."

2. Specifications and Drawings for Construction: Clause 9, of the General Conditions of the Contract is hereby supplemented by the addition of the following paragraph(s):

"(j) The General Contractor will be furnished, without charge, up to one (3) sets of Drawings and Specifications for use during the bidding of the work with a deposit of \$25.00 per set. The Contractors may obtain additional sets of Drawings and specifications from Decatur Blue Print for actual printing costs (not a deposit)."

3. Permits and Codes. Clause 12 of the General Conditions of the Contract is hereby supplemented by the addition of the following paragraph(s):

(c) Permits. Any permits required by the City of Decatur or State or Federal Agencies and local utility companies, and fees, permits, and payment thereof, are the responsibility of the Contractor. A building permit issued by the City of Decatur shall be required for each building.

(d) Laws and Regulations. The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout and they will be deemed to be included in the Contract, the same as though herein written out in full.

4. Payments to Contractors. Clause 27 of the General Conditions is hereby supplemented by the addition of the following paragraph(s):

(d) insert in the blank seven (7)

(l) The local Authority, by making progress payments, shall not be deemed to represent that it has exhaustive or continuous on-site inspections to check the quality or quantity of the work, or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract sum.

(m) Mechanics Liens Act and Release of Liens. The Contractor shall provide all statements, affidavits, and waivers required by the Mechanics Liens Law of the State of Illinois, including Section 5 thereof, at such time and in such form as provided therein to protect the LHA against mechanics or other liens, and the Contractor hereby acknowledges receipt of notice from DHA to furnish same.

6. Default: Clause 32 of the General Conditions of the Contract are hereby amended and supplemented as follows:

(d) The term "unusually severe weather" as set forth in Clause 32 (b) (1) of the General Conditions, is hereby clarified. To determine if a period of weather is "unusually severe" it is to be compared by the Contractor to the U.S. Weather Bureau Statistics applicable to the area for the preceding five (5) years. Only that portion of the weather which exceeds the "normal" as defined from the above data and its effect on the progress of the project as a whole will be considered.

7. Liquidated Damages. Clause 33 of the General Conditions of the Contract are hereby amended and supplemented as follows:

(a) Insert "\$100" In the blank for each day of delay.

8. Insurance. Clause 36 of the General Conditions of the Contract are hereby amended and supplemented as follows:

(a) Insert \$1,000,000 in the blank provided in paragraph (a) (2), as the required minimum limit for Commercial General Liability.

(b) Insert \$1,000,000 in the blank provided in paragraph (a) (3) as the required minimum limit.

(d) All surety companies providing Bid Bonds, and/or Performance and Payment Bonds

must be authorized to do business in the State of Illinois, and must be acceptable to the Government. Individual sureties shall not be considered. U.S. Treasury Circular No. 570, published annually in the Federal Register lists companies approved to act as surety on bonds security for government contracts.

9. Clause 38 of the General Conditions of the contract is hereby supplemented by the addition of the following paragraph:
 - (f) Bidders are advised the goal for MBE/WBE participation on this project is a minimum of 20% of the overall contract cost.

10. Clause 40 of the General Conditions of the Contract is hereby supplemented by the addition of the following paragraph(s):
 - (h) Section 3 Resident Hiring. Contractors shall make best efforts to employ Section 3 certified residents for 30% of the aggregate hours of employment of “new hires” for this project.
 - (1) Lists of Section 3 certified residents and their qualifications are available from Decatur Housing Authority.
 - a) Contractors may recruit persons for DHA certification as Section 3 residents.
 - (2) The Decatur Housing Authority, its contractor, and vendors will be judged to have met the “greatest extent feasible” requirements of covered contracts if they meet or exceed the goals for hiring Section 3 residents for 30% of new hires, or if they meet four or more of the following for employment of Section 3 new hires:
 - (a) Advertising jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and/or radio advertising.
 - (b) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.
 - (c) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments.
 - (d) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments.
 - (e) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing developments.

- (f) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments or in the neighborhood or service area of the section 3 covered project.
 - (g) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments.
 - (h) Conducting job interviews at the housing development at a location within the neighborhood or service area of the section 3 covered project.
- (3) Contractors will be required to submit lists of all current employees at the time of the bid. All other employees will be considered new hires.
- (i) Section 3 Business Concerns Contracting Contractors will make best efforts to hire Section 3 Business concerns for a minimum of 10% of the total dollar amount of the bid/contract.
- (1) Lists of current Section 3 business concerns are available from the Decatur Housing Authority.
 - (a) Contractors may recruit businesses for DHA certification.
 - (2) Section 3 business concerns must meet one of the following criteria to be certified by Decatur Housing Authority.
 - (a) A business concern that is 51% owned by DHA or other Section 3 residents, or
 - (b) A business concern whose full time employees include at least 30% Section 3 residents, or
 - (c) A business that will joint venture or subcontract more than 25% of the dollar value of their contract to a business that meets one of the two previous definitions of a Section 3 Business concern.
 - (d) The Decatur Housing Authority, its contractors and vendors will be judged to have met the “greatest extent feasible” requirements of covered contracts if they utilize Section 3 Business Concerns for 10% or more of the covered contract amount for construction or maintenance contracts and 3% or more of all other covered contracts, or if they meet **three** or more of the following for utilization of Section 3 Business Concerns.
 - (1) Advertising contracting opportunities for Section 3 businesses through local media such as newspapers of general circulation, radio advertising, television advertising, trade journals, plan rooms, construction data services, etc.
 - (2) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the

common areas or other prominent areas of the housing development or developments owned and managed by the DHA.

(3) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying business concerns.

(4) Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitations or request for proposals. Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.

(5) Following up with Section 3 Businesses that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(6) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(j) Section 3 contracting and resident employment requirements as indicated herein apply to all subcontracts in excess of \$25,000.00 in value.

(k) Section 3 documents to be submitted with the bid forms:

(1) If bid forms are marked indicating Section 3 resident hiring goals of 30% or more may not be met, the bidder shall attach documentation of a minimum of three best efforts as listed in (i) (2) above.

(2) If bid forms are marked indicating Section 3 business contracting goals of 10% or more may not be met, the bidder shall attach documentation of a minimum of four best efforts as listed in (2) (d) above to their bid.

(l) The prime contractor shall submit the following reports related to Section 3 activities during the course of the contract:

(1) A list of all employees of the contractor on the day bids were submitted.

(2) Weekly certified payroll on WH-347 for contractor and each subcontractor indicating trade and status (i.e., apprentice, journeyman, master foreman, superintendent, etc.) wage rate and hours worked each day, whether claimed as Section 3 employee, name and address of each employee. This payroll shall indicate new hires for the contractor and each subcontractor indicating name, address, trade. Section 3 employees shall be noted as Section 3 beside their name.

(3) A list of the names of all subcontractors, the dollar value of the contract, and indication if the subcontractor is qualified as a Section 3 Business Concern.

11. Add the following clauses to the General Conditions of the Contract Form HUD-5370.

49. Taxes.

(a) Purchases of materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales taxes). An exemption may also apply in regard to certain Federal Excise taxes on material and equipment used in connection with the project. The Bidder shall therefore exclude such taxes from consideration in preparing his Bid. For further information contact the Illinois Department of Revenue and the Internal Revenue Service or consult your legal council or tax advisor.

50. Communications.

(a) All notices, demands, requests, instructions, approvals, proposals, and claims must be made in writing.

(b) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor as stated on the signature page of the Contract (or at such office as he may, from time to time, designate in writing to the LHA), or deposited in the United States mail in a sealed, postage-paid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

(c) All papers required to be delivered to the Local Housing Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the Contracting Officer at the Decatur Housing Authority of the City of Decatur, Illinois, and any notice to or demand upon the LHA shall be sufficiently given if so delivered, or deposited in the United States mail in a sealed, postage-paid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Contracting Officer at such address, or to such other representative of the LHA, or to such other address as the LHA may subsequently specify in writing to the Contractor for such purposes.

(d) Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

51. Obligation of Bidder.

(a) At the time of the opening of bids, each bidder will be presumed to have inspected the sites and buildings and to have read and to be thoroughly familiar with the Contract Documents (including all Addenda). The bidder shall carefully examine all plans, specifications, and other contract documents in order that he has a complete understanding of the work involved before submitting his bid. The failure or omission of any bidder to examine any form, instrument, or document shall, in no way, relieve any bidder from any obligation in respect to his bid, nor will the bidder be allowed any additional compensation or time because of his failure to thoroughly inform himself regarding all conditions involved in the performance of the work.

52. Performance and Payment Bond. Clause 10 of the instructions to Bidders, form HUD-5369 is

amended and supplemented by designating the following forms of acceptable assurance:

(X) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(X) separate performance and payment bonds, each for 50 percent or more of the contract price;

() no Performance Bond required.

53. Prevailing Wage.

Davis Bacon wage regulations apply on this project. Building rates apply on this project. Wage Decision No. IL20230005 with 6 Modifications shall apply on this project.

54. Pre-Bid Conference.

(a) The local Authority has scheduled a Pre-Bid Meeting as indicated in the Invitation to Bid. Access to examine the properties and HUD procedures will be discussed.

55. Bid Guarantee

Bidders shall provide a Bid Guarantee in the amount of 5% of the bid in accordance with paragraph 9 of Instruction to Bidders Form HUD-5369.

**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contingency allowance.

1.02 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCE SCHEDULE

- A. Contingency Allowance: Include the stipulated sum/price of \$20,000.00 for use on the General Contract upon Owner's instructions and as authorized by Proceed Order.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION