



Memphis Housing Authority

Capital Improvements Department

700 Adams Street, Room 107

Memphis, Tennessee 38105-5029

ADDENDUM NO. 2

Issued: March 6, 2018

This addendum shall become and form a part of the following solicitation:

Solicitation #HM 18-B-00419

**For Above Ground Remediation/Demolition for Foote
Homes Phase- B Westside TN 1-2 Package- 1 & 2**

TO ALL POTENTIAL OFFERORS:

This Addendum # 2, including all articles and corrections listed below, shall become a part of the original solicitation package, and shall be considered in preparing your proposals.

To ensure that all firms are given an equal opportunity to submit a competitive bid, a copy of Addendum # 2 for Solicitation # HM 18-B-00419; for Above Ground Remediation/Demolition at the Foote Homes property TN 1-2 Memphis, Tennessee are included herein.

Please acknowledge receipt of this **Addendum # 2** by signing, dating, and including a copy of this addendum cover sheet in your proposal.

Name of Firm:

Signature: _____

Date: _____

Title: _____

REVISIONS AND CLARIFICATIONS:

REVISIONS:

1. The original Bid Opening date for this solicitation was March 9, 2018 at 2:00 PM;
 - a. **PLEASE DELETE IN ITS ENTIRETY AND CHANGE TO FRIDAY, MARCH 16, 2018 AT 2:00 PM.**
2. AMENDMENT TO INSTRUCTIONS TO BIDDERS
 - a. **PLEASE DELETE IN ITS ENTIRETY AND REPLACE WITH THE ATTACHED REVISED DOCUMENT.**
3. BID FORM – PACKAGE I
 - a. **PLEASE DELETE IN ITS ENTIRETY AND REPLACE WITH THE ATTACHED REVISED DOCUMENT.**
4. BID FORM – PACKAGE II
 - a. **PLEASE DELETE IN ITS ENTIRETY AND REPLACE WITH THE ATTACHED REVISED DOCUMENT.**

CLARIFICATIONS:

1. Paragraph 8 on the {IFB} Form states the following:
The bid guarantee shall be in an amount equal to but not less than ten percent (5%) of the total bid amount.
 - a. **PLEASE DELETE IN ITS ENTIRETY AND CHANGE TO THE FOLLOWING:
The bid guarantee shall be in an amount equal to but not less than Five percent (5%) of the total bid amount.**

END OF ADDENDUM # 2

REVISED

AMENDMENT TO INSTRUCTIONS TO BIDDERS

The following paragraphs of the Instructions to Bidders for Contracts, Form HUD-5369 is to be amended as follows:

8. AWARD OF CONTRACT; REJECTION OF BIDS

Sub-paragraph "B" shall read as follows:

The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the Authority to accept it. The contract award will be based on the Total Bid Price. The Authority reserves the right to execute a contract based on one, all, or any combination of bid items.

The Authority is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on lists of contractors ineligible to receive awards from the United States, as furnished from time to time by HUD. The current list of ineligible contractors is available for inspection by prospective bidders at the offices of the Authority.

A contract may be awarded only to a bidder who has been determined to be responsible and fully capable of performing work successfully under the terms and conditions of the contract. The Authority's responsibility determination shall include, without limitation, consideration of whether the bidder has previously failed to perform properly or to complete on time contracts of a similar nature; is not in a position to perform the contract properly; or has repeatedly and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees.

The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

The Authority shall notify the successful bidder by letter indicating the date, time, and place scheduled for the contract execution.

13. ADDITIONAL INSTRUCTIONS

The following paragraphs are added to the Instructions to Bidders for Contracts Form HUD-5369 and supplement that document:

BIDDING DOCUMENTS

Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, and other bidding forms. The proposed Contract Documents consist of the Project Manual, which includes the Form of Contract between the Owner and Contractor, Conditions of the Contract (General and other conditions), General Requirements and Specifications; the Drawings; and all Addenda which were issued prior to the bid date.

BID FORMS

All bids must be submitted on forms furnished by the Authority and shall be subject to all requirements of the Specifications and Drawings. Prepare the bid forms in triplicate, two to be submitted with the bid and one to be retained by the bidder for his/her records. Submit one original and one copy.

Bid Documents shall be sealed in an envelope, which shall be clearly labeled with the words "**BID DOCUMENTS**", and show name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air-conditioning contracts on the outside of the envelope containing the bid. Prime contractor bidders who are to perform the electrical, plumbing, heating, ventilation and air-conditioning must be so designated on the outside of the envelope. Also, the project number, date and time of the bid opening should be listed on the outside of the envelope containing the bid. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid. Reference TCA Sections 62-119 (a) and (b).

TOTAL BID PRICE

The Total Bid Price shall include all work for this project as defined by the Project Manual, the Drawings and all addenda that were issued prior to the Bid Date.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held at the time and place fixed in the Invitation to Bid. Attendance at the Pre-Bid Conference **is not a bidding requirement, but is strongly recommended.**

NON-COLLUSION AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the Authority, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. The executed affidavit shall be attached to the bid.

BIDDER'S CONSTRUCTION EXPERIENCE

Each bidder is requested by the Authority to submit a statement in the form provided by the Authority, regarding his previous experience in performing comparable work, his business and technical organization, and financial resources. The completed statement shall be attached to the bid.

LEAD BASED PAINT PROHIBITION

The Contractor shall comply with the requirements of 24 CFR 35, which prohibits the use of lead based paint on any portions of the work.

NOTICE TO PROCEED

Subsequent to the execution of the Contract by both the Contractor and The Authority, and after the Contractor has delivered conforming performance and payment bonds and proof of insurance, the Authority will issue a "Notice to Proceed" to the Contractor together with the contractor's set of the executed contract documents. The Notice to Proceed is the official Authority order directing the Contractor to start work. It also establishes the date of the start of work and the date of completion.

FEBRUARY 2018
BIDDING DOCUMENTS
Phase B Westside Above Ground Remediation/Demolition for Foote Homes TN 1-2
Package I & Package II

REVISED
BID FORM
PACKAGE I

Memphis Housing Authority
700 Adams Street
Memphis, Tennessee 38105

**RE: Above Gound Remediation/Demolition For Foote Homes Phase B Westside -
Package I (10 Two-Story Buildings)**

To all prospective bidders:

The undersigned, have familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents which are on file in the office of the Memphis Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to undertake the above referenced project in accordance with the Contract Documents.

Having become completely familiar with local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the specifications for such work and other related "Contract Documents" entitled Solicitation # HM 18 B 00419: Phase B Westside Above Ground Remediation/Demolition for Foote Homes TN 1-2, the undersigned hereby proposes and agrees to provide all services, labor and materials required by them to execute all of the work described by the aforementioned documents for a lump sum price.

GENERAL ALLOWANCE: The Contractor is to include a \$50,000 (fifty thousand dollars) general allowance amount in the Bid for construction services for unforeseen conditions not covered in the Contract Documents. All unused allowances shall be deducted from the contract value at the conclusion of the project. Work performed without authorization from the owner will not be acknowledged as extra work. Therefore, a change request for such work will not be considered. Instructions and specified materials in the Construction Documents shall be applicable toward all authorized allowance work.

Bid Item 1:

General Conditions: \$ _____

Bonds: \$ _____

Permits: \$ _____

Bid Item 1 Total: \$ _____

FEBRUARY 2018
BIDDING DOCUMENTS

Phase B Westside Above Ground Remediation/Demolition for Foote Homes TN 1-2
Package I & Package II

Bid Item 2:

Above Ground Remediation/Demolition of Foote Homes Phase B
Westside: Package I (10 Buildings):

\$ _____

General Allowance: \$ \$50,000.00

Bid Item 2 Total: \$ _____

GRAND TOTAL (Includes Bid Item 1 Total and Bid Item 2 Total):

\$ _____

NOTICE TO PROCEED

The undersigned agrees to commence actual work on the site with an adequate force and equipment within ten (10) days of the date of "Notice to Proceed".

CONSTRUCTION TIME

The undersigned agrees to complete all of the work described by the aforementioned "Contract Documents" by the time as listed below;

Seventy-five (75) business days from Notice to Proceed

LIQUIDATED DAMAGES

The undersigned agrees to pay, as liquidated damages, the sum of **five hundred dollars and zero cents (\$500.00)** per day for work per day uncompleted beginning day one after completion date.

PERFORMANCE AND PAYMENT BOND

For bids greater than \$25,000.00, upon receipt of a written acceptance of this bid, Bidder shall deliver performance and payment bond in accordance to HUD 5369 Instructions to Bidders for Contracts, Public and Indian Housing Programs, page 3, clause 10.

BID BOND

For bids greater than \$25,000.00, the bid bond or security attached in the sum of _____ dollars (\$ _____) is to become the property of the Owner in the event of the Contract and bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the Owner, who is entitled to the difference between the amount of this bid and the amount for which a contract for the work is subsequently executed. The check shall be made payable to the Memphis Housing Authority.

PAYMENT

Payment at the lump sum price bid herein shall include remediation and demolition work per the Construction Documents. Additional items included herewith as appurtenant and incidental to these work items are all ancillary items associated with said work.

SUBMITTED BY: _____ DATE: _____

[Signature]

NAME AND TITLE: _____

[Please Print]

FEBRUARY 2018
BIDDING DOCUMENTS

Phase B Westside Above Ground Remediation/Demolition for Foote Homes TN 1-2
Package I & Package II

REVISED
BID FORM
PACKAGE II

Memphis Housing Authority
700 Adams Street
Memphis, Tennessee 38105

**RE: Above Gound Remediation/Demolition For Foote Homes Phase B Westside -
Package II (13 Two-Story Buildings)**

To all prospective bidders:

The undersigned, have familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents which are on file in the office of the Memphis Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to undertake the above referenced project in accordance with the Contract Documents.

Having become completely familiar with local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the specifications for such work and other related "Contract Documents" entitled Solicitation # HM 18 B 00419: Phase B Westside Above Ground Remediation/Demolition for Foote Homes TN 1-2, the undersigned hereby proposes and agrees to provide all services, labor and materials required by them to execute all of the work described by the aforementioned documents for a lump sum price.

GENERAL ALLOWANCE: The Contractor is to include a \$75,000 (seventy-five thousand dollars) general allowance amount in the Bid for construction services for unforeseen conditions not covered in the Contract Documents. All unused allowances shall be deducted from the contract value at the conclusion of the project. Work performed without authorization from the owner will not be acknowledged as extra work. Therefore, a change request for such work will not be considered. Instructions and specified materials in the Construction Documents shall be applicable toward all authorized allowance work.

The TOTAL BID PRICE equals the sum of the following (2) Items:

Bid Item 1:

General Conditions: \$ _____

Bonds: \$ _____

Permits: \$ _____

Bid Item 1 Total: \$ _____

Phase B Westside Above Ground Remediation/Demolition for Foote Homes TN 1-2
Package I & Package II

Bid Item 2:

**Above Ground Remediation/Demolition of Foote Homes Phase B
Westside: Package II (13 Buildings):**

\$ _____

General Allowance: \$ 75,000.00

Bid Item 2 Total: \$ _____

GRAND TOTAL (Includes Bid Item 1 Total and Bid Item 2 Total):

\$ _____

NOTICE TO PROCEED

The undersigned agrees to commence actual work on the site with an adequate force and equipment within ten (10) days of the date of "Notice to Proceed".

CONSTRUCTION TIME

The undersigned agrees to complete all of the work described by the aforementioned "Contract Documents" by the time as listed below;

Ninety (90) business days from Notice to Proceed

LIQUIDATED DAMAGES

The undersigned agrees to pay, as liquidated damages, the sum of **five hundred dollars and zero cents (\$500.00)** per day for work per day uncompleted beginning day one after completion date.

PERFORMANCE AND PAYMENT BOND

For bids greater than \$25,000.00, upon receipt of a written acceptance of this bid, Bidder shall deliver performance and payment bond in accordance to HUD 5369 Instructions to Bidders for Contracts, Public and Indian Housing Programs, page 3, clause 10.

BID BOND

For bids greater than \$25,000.00, the bid bond or security attached in the sum of _____ dollars (\$ _____) is to become the property of the Owner in the event of the Contract and bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the Owner, who is entitled to the difference between the amount of this bid and the amount for which a contract for the work is subsequently executed. The check shall be made payable to the Memphis Housing Authority.

PAYMENT

Payment at the lump sum price bid herein shall include remediation and demolition work per the Construction Documents. Additional items included herewith as appurtenant and incidental to these work items are all ancillary items associated with said work.

SUBMITTED BY: _____ DATE: _____

[Signature]

NAME AND TITLE: _____

[Please Print]

