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P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505

## **ADDENDUM NUMBER ONE**

DATE: December 1, 2022

PROJECT: Lincoln Housing Authority  
F-39 Siding Replacement  
Scattered Sites  
Lincoln, Nebraska

JOB NUMBER: CFP-2022-16

BID DATE: December 13, 2022

The proposed Contract Documents for this Work are modified or clarified as follows:

### **SUPPLEMENTARY CONDITIONS AND SPECIAL CONDITIONS:**

1. Insert the Supplementary Conditions and Special Conditions attached to this Addendum into the Project Manual. These Conditions to the Contract were inadvertently left out of the original Project Manual and a second Instructions to Bidders was included in the manual. Remove the second Instructions to Bidders and replace with the attached Supplementary Conditions to the Contract.

### **SITE LIST**

1. Replace the Site List in the Project Manual with the Site List attached to this Addendum.

### **BID FORM**

1. Replace the Bid Form in the Project Manual with the Bid Form attached to this Addendum.

END OF ADDENDUM

## **SUPPLEMENTARY CONDITIONS AND SPECIAL CONDITIONS**

1. General: The "General Conditions" for this Contract are found in HUD Form, General Conditions of the Contract for Construction--Public Housing Programs, HUD-5370 (1/2014). The following supplements modify, change, delete from or add to the General Conditions. Where any article of the General Conditions is modified, or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary and Special Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.
2. Revise Article 1., Paragraph (h) to read as follows:
  - (h) The term "PHA" means the Housing Authority of the City of Lincoln, of Lincoln, Nebraska.
3. Add the following to Article 2. "Contractors Responsibility for Work":
  - (i) The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
  - (j) The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
4. Add the following to Article 3. "Architect's Duties, Responsibilities, and Authority":
  - (d) The Architect shall interpret and decide on matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
  - (e) The Architect shall not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 2 and Article 13. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

5. Add the following to Article 6. "Construction Progress Schedule":
  - (d) No work shall be commenced prior to 8:00 AM or continued after 5:00 PM. Work only on week days, no work shall be permitted on Saturdays, Sundays, or major holidays as determined by LHA.
  - (e) Contractor shall schedule work to comply with Owner's tenant notification policy. LHA as Owner will send a general notice to all tenants affected by this project. The Contractor shall notify each tenant and the LHA Project Coordinator (Bob Goggins at 402-434-5558) at least 48 hours prior to the commencement of the work on each site. Contractor shall post notice in form provided by the Owner (contact Project Coordinator).
  - (f) **No site shall be started and not fully completed within 3 calendar days.** Contractor shall strictly adhere to the provisions of this paragraph and shall be liable for any and all damage caused to Owner or Tenants by failure to comply.
  
6. Revise Article 9., "Specifications and Drawings for Construction", Paragraphs (d), (e), and (f): so that all Shop Drawings are to be submitted to and approved by the Architect in accordance with Specifications Section 01 33 01 instead of to or by the PHA or Contracting Officer.
  
7. Delete Article 9, Paragraph (h), from the General Conditions. Shop Drawings shall be submitted to the Architect in the quantities described in Specifications Section 01 33 01.
  
8. Add the following to Article 9. "Specifications and Drawings":
  - (j) If any errors or omissions are found in the Contract documents, notify the Architect, in writing, of such error or omission and request clarification before proceeding with the Work.
  - (k) Abide by and comply with the true intent of the Contract Documents and do not take advantage of any unintentional error or omission. Fully complete every part of the Work in accordance with the true intent and meaning of the Contract Documents as decided by the Architect.
  - (l) If the work is shown or specified in a manner, which in the opinion of the Contractor, is contrary to good practice or recognized procedures, advise the Architect and request clarification before proceeding. If the Contractor fails to so advise the Architect of his opinion, no excuse will thereafter be considered for failure to produce satisfactory work.
  - (m) Numerical dimensions, in all cases, are to be followed in preference to direct scale measurements of the Drawings. All repeated features throughout must be constructed alike, although drawn in detail only once. All indications of materials, etc., shall be understood to apply to all similar features throughout.

9. Delete Article 10. "As-Built Drawings": Contractor will NOT be required to provide as-built drawings.

10. Add the following to Article 11. "Material and Workmanship":

(d) Bidders shall include in their Bid the cost of all *applicable* taxes. Housing Authority of the City of Lincoln is a sales tax exempt organization. The Owner will provide State Department of Revenue Form 17, "Purchasing Agent Appointment", in which the Owner shall appoint the Contractor a purchasing agent. In turn the Contractor shall submit to each subcontractor and materials supplier, State Department of Revenue Form 13, "Nebraska Resale or Exempt Sales Certificate", which shall allow them to purchase materials exempt from sales tax.

11. Add the following to Article 16. "Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements":

(l) Contractor's shall limit their use of the sites to the immediate area around the area requiring work. Access shall be permitted into the individual dwelling units only as required to perform the work of this contract. The Contractor shall provide for his own water and sanitary requirements. All vehicles or trailers shall remain on the public streets and driveways. No heavy vehicles will be allowed to use the drives nor will any vehicles be allowed on lawns except as required to perform the work. No storage will be provided by the Owner at the LHA Maintenance Facility or any other location. Materials and equipment required at individual unit site in quantities required for the work at that unit may be stored on that site subject to the time limitations of Paragraph "5" above.

(m) Contractor shall store materials off site until installation.

12. Add to Article 23., "Warranty of Construction", a Paragraph (k) to read as follows:

(k) Upon request by the Owner and prior to the expiration of one year from the date of Final Payment, the Contractor shall attend a meeting with the Owner to review the Work.

13. Add to Article 27., "Payments", Paragraph (c), a sentence to read "Cost breakdown shall conform to the requirements for a Schedule of Values as described in Specifications Section 01 29 00, Paragraph 1.3."

14. Revise Article 27., "Payments", Paragraph (d) to read as follows:

(d) The Contractor shall submit requests for payment on AIA Forms G702 and G703 as described in Specifications Section 01 29 00, Paragraph 1.4.

15. Revise Article 27., "Payments", Paragraph (e) to read as follows:  
 (e) **Each request** on forms as described in Specifications Section 01 29 00, Paragraph 1.4, **shall be certified and notarized.**

16. Add to Article 29., "Changes", Paragraph (f), Subparagraph (2), a sentence to read "Indirect Costs shall not exceed five percent (5%) of the total labor and material costs of the change."

17. Revise Article 29., "Changes", Paragraph (f), Subparagraph (3), to read "Profit for the Contractor or Subcontractor shall not exceed five percent (5%) of the total labor and material costs to be paid by the Contractor or Subcontractor for the change."

18. Revise Article 31. "Disputes", Paragraph (e), Item (2) by deleting the words "or arbitrator".

19. Delete Article 33. "Liquidated Damages", from the General Conditions. Neither specified Liquidated Damages nor incentives for early completion are a part of this Contract. This does not relieve the Contractor from his obligation to complete the Work within the Contract time, and does not waive the Owner's rights to seek compensation for any damages resulting from the Contractor's failure to complete the Work within the Contract time.

20. Add the following to Article 36. "Insurance", (a), (1):  
 Each Contractor shall furnish the minimum Worker's Compensation & Employer's Liability insurance coverage listed below, or greater if required by law:

Worker's Compensation	Statutory
E.L. Each Accident:	\$ 500,000
E.L. Disease (Each employee)	\$ 500,000
E.L. Disease (Policy limit)	\$ 500,000

21. Replace the first sentence or Article 36. "Insurance", (a), (2) with the following:

Each Contractor shall furnish the minimum General Liability insurance coverage listed below, or greater if required by law:

Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 0
Medical Expense (Any one person)	\$ 0
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products Completed/Operations Aggregate	\$2,000,000

22. Revise Article 36. "Insurance", (a), (3) to read as follows:

Each Contractor shall furnish the minimum Automobile Liability insurance coverage on owned and non-owned motor vehicles used on the site or in connection therewith as listed below, or greater if required by law:

Combined Single Limit	\$ 500,000
or	
Bodily Injury (Per person)	\$ 250,000
Bodily Injury (Per accident)	\$ 500,000
Property Damage (Per accident)	\$ 100,000

23. Add to Article 36. "Insurance", (a), a sub-paragraph (4) to read as follows:

**Each Contractor's insurance certificate shall list The Housing Authority of the City of Lincoln, its officers, officials, agents, employees and volunteers as Additional Insureds.**

24. Add to Article 36. "Insurance", (a), a sub-paragraph (5) to read as follows:

If, by the terms of the provided insurance, any mandatory deductibles are required, each Contractor shall be responsible for payment of mandatory deductibles in the event of a paid claim.

25. Revise Article 36. "Insurance", (b) to read as follows:

(b) The Contractor will not be required to furnish Builder's Risk insurance on behalf of the Owner.

If not covered by other insurance, the Owner's existing property insurance coverage policy covers materials, equipment, supplies and temporary structures, on or within 1,000 feet of the work site intended and designated for use in the project work or already installed in place.

Owner shall indemnify and hold contractor and its subcontractors (if any) harmless from and against any and all liability or loss arising out of or attributable to damage or destruction of work under construction, alterations, or repair including damage or destruction of materials, equipment, supplies and temporary structures on or within 1000 feet of the work site.

The Owner will be responsible for the satisfaction of any deductible except in the instance where the loss is due to negligence on the part of the Contractor.

END OF SUPPLEMENTARY AND SPECIAL CONDITIONS

## SITE LIST

Site Address	Type	Drawing	Color Scheme
1. 4400 NW 49th	C1	A1.1, A1.2, A1.3	2-Sandstone
2. 4406 NW 49th	C1	A1.1, A1.2, A1.3	2-Sandstone
3. 5001 W Superior	C2	A2.1, A2.2	2-Sandstone
<b>4a. 5007 W Superior</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
4. 5101 W Superior	C2	A2.1, A2.2	2-Sandstone
<b>4a. 5107 W Superior</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
5. 5121 W Superior	C2	A2.1, A2.2	1-Silver
<b>5a. 5115 W Superior</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>1-Silver</b>
6. 5200 W Vance	C4	A3.1, A3.2	1-Silver
<b>6a. 5206W Vance</b>	<b>C4</b>	<b>A3.1, A3.2</b>	<b>1-Silver</b>
7. 5321 W Vance	C7	A5.1, A5.2	2-Sandstone
8. 5333 W Wilkins	C4	A3.1, A3.2	2-Sandstone
<b>8a. 5327 W Wilkins</b>	<b>C4</b>	<b>A3.1, A3.2</b>	<b>2-Sandstone</b>
9. 5227 W Wilkins	C4	A3.1, A3.2	2-Sandstone
<b>9a. 5233 W Wilkins</b>	<b>C4</b>	<b>A3.1, A3.2</b>	<b>2-Sandstone</b>
10. 4224 NW 50th	C2	A2.1, A2.2	2-Sandstone
<b>10a. 4230 NW 50th</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
11. 5001 W Vale	C2	A2.1, A2.2	2-Sandstone
12. 5007 W Vale	C2	A2.1, A2.2	2-Sandstone
13. 5106 W Metzger	C2	A2.1, A2.2	2-Sandstone
<b>13a. 5100 W Metzger</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
14. 5101 W Metzger	C2	A2.1, A2.2	2-Sandstone
<b>14a. 5107 W Metzger</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
15. 5007 W Metzger	C2	A2.1, A2.2	2-Sandstone
<b>15a. 5001 W Metzger</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
16. 5030 W Elba	C2	A2.1, A2.2	2-Sandstone
<b>16a. 5024 W Elba</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
17. 5000 W McGuire	C2	A2.1, A2.2	1-Silver
<b>17a. 5006 W McGuire</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>1-Silver</b>
18. 4030 NW 49th	C2	A2.1, A2.2	1-Silver
<b>18a. 4024 NW 49th</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>1-Silver</b>
19. 4201 NW 49th	C2	A2.1, A2.2	2-Sandstone
<b>19a. 4207 NW 49th</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
20. 3827 NW 51st	C2	A2.1, A2.2	2-Sandstone
<b>20a. 3833 NW 51st</b>	<b>C2</b>	<b>A2.1, A2.2</b>	<b>2-Sandstone</b>
21. 3721 NW 53rd	C5	A4.1, A4.2	1-Silver
<b>21a. 3715 NW 53rd</b>	<b>C5</b>	<b>A4.1, A4.2</b>	<b>1-Silver</b>
22. 5301 W Luke	C4	A3.1, A3.2	2-Sandstone
23. 5307 W Luke	C4	A3.1, A3.2	2-Sandstone
24. 4027 NW 54th	C5	A4.1, A4.2	2-Sandstone
<b>24a. 4021 NW 54th</b>	<b>C5</b>	<b>A4.1, A4.2</b>	<b>2-Sandstone</b>
25. 3521 NW Michael	O4	A10.1, A10.2, A10.3	2-Sandstone
26. 3607 NW 52nd	O7	A11.1, A11.2, A11.3	2-Sandstone
27. 4912 W Benton	A5	A9.1, A9.2, A9.3	2-Sandstone
<b>27a. 4916 W Benton</b>	<b>A5</b>	<b>A9.1, A9.2, A9.3</b>	<b>2-Sandstone</b>
28. 4915 W Vosler	A3	A7.1, A7.2, A7.3	2-Sandstone
<b>28a. 4921 W Vosler</b>	<b>A3</b>	<b>A7.1, A7.2, A7.3</b>	<b>2-Sandstone</b>

**SITE LIST (cont.)**

<b>Site Address</b>	<b>Type</b>	<b>Drawing</b>	<b>Color Scheme</b>
29. 5001 W Vosler	A1	A6.1, A6.2, A6.3	2-Sandstone
<b>29a. 5007 W Vosler</b>	<b>A1</b>	<b>A6.1, A6.2, A6.3</b>	<b>2-Sandstone</b>
30. 5106 W Mathis	A5	A9.1, A9.2, A9.3	1-Silver
<b>30a. 5100 W Mathis</b>	<b>A5</b>	<b>A9.1, A9.2, A9.3</b>	<b>1-Silver</b>
31. 5027 W Kingsley	A5	A9.1, A9.2, A9.3	2-Sandstone
<b>31a. 5033 W Kingsley</b>	<b>A5</b>	<b>A9.1, A9.2, A9.3</b>	<b>2-Sandstone</b>
32. 5430 W Zeamer	A3	A7.1, A7.2, A7.3	2-Sandstone
<b>32a. 5424 W Zeamer</b>	<b>A3</b>	<b>A7.1, A7.2, A7.3</b>	<b>2-Sandstone</b>
33. 5457 W Zeamer	A1	A6.1, A6.2, A6.3	2-Sandstone
<b>33a. 5463 W Zeamer</b>	<b>A1</b>	<b>A6.1, A6.2, A6.3</b>	<b>2-Sandstone</b>
34. 5310 W Zeamer	A4	A8.1, A8.2, A8.3	2-Sandstone
35. 5212 W Zeamer	A4	A8.1, A8.2, A8.3	2-Sandstone
36. 5206 W Zeamer	A4	A8.1, A8.2, A8.3	2-Sandstone
37. 3010 NW 52nd	A3	A7.1, A7.2, A7.3	2-Sandstone
<b>37a. 3016 NW 52nd</b>	<b>A3</b>	<b>A7.1, A7.2, A7.3</b>	<b>2-Sandstone</b>
38. 5011 W Zeamer	A4	A8.1, A8.2, A8.3	2-Sandstone
39. 3110 NW 49th	A4	A8.1, A8.2, A8.3	2-Sandstone

END OF SITE LIST

Addresses in bold print are those added by Addendum Number One.

The addresses in bold print are the other half of duplexes being resided under the Base Bid.

Indicate on Bid Form all costs associated with addresses in bold print as separate from Base Bid.

Bold print addresses should be completed last as funding to pay for the work will not be available until April 1, 2023.



**BID FORM**

A Proposal of: \_\_\_\_\_  
(Name of Business, herein called "Bidder")

To: HOUSING AUTHORITY OF THE CITY OF LINCOLN here-in called "Owner"

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

**F-39 Siding Replacement** located at Scattered Sites, Lincoln, Nebraska,

including Addenda \_\_\_\_\_

the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the sites in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all the work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

A. Base Bid: All labor, materials, services and equipment (including all cutting & patching, and other incidental work not shown), necessary for completion of all work as shown in the Site List, on the Drawings, and in the Specifications:

\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

B. Bid for other half of duplexes (sites listed in bold on site list): All labor, materials, services and equipment (including all cutting & patching, and other incidental work not shown), necessary for completion of all work as shown in the Site List, on the Drawings, and in the Specifications:

\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

C. Unit Price Bid: All labor, materials, services and equipment (including all cutting & patching, and other incidental work not shown), necessary to **replace aluminum rake cladding at one site** as determined by the Owner (this may occur at any site 1-39), as shown in the Site List, on the Drawings, and in the Specifications:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

D. Unit Price Bid: All labor, materials, services and equipment (including all cutting & patching, and other incidental work not shown), necessary to **replace one (1) 4'x8' sheet of rigid foam insulation** as shown in the Site List, on the Drawings, and in the Specifications:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

2. The undersigned Bidder agrees to complete the work in \_\_\_\_\_ calendar days from the date a Notice to Proceed is issued for the Base Bid work.

3. Bid Security in the amount of \$ \_\_\_\_\_

and in the form of \_\_\_\_\_ is hereby submitted in accordance with the Bidding Documents.

4. By submitting this bid, the Bidder certifies to the Owner that the Bidder is an Equal Opportunity Employer and does not discriminate in his/her hiring or work practices.

5. I understand that the Owner reserves the right to reject this bid, or to waive any informality or irregularity in any bid received.

6. I understand that this bid shall remain good and may not be withdrawn for a period of 30 days from the bid date.

7. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within seven calendar days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Respectfully submitted:

BIDDER:

\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
(City, State and Zip Code)

\_\_\_\_\_  
(Telephone Number)

The undersigned certifies that he/she is duly authorized to bind the Bidder to the terms and conditions of this bid proposal:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Type of business entity:

\_\_\_\_\_  
(Corporation, Co-Partnership, Individual, Etc.)

( )  
( CORPORATE )  
( SEAL )  
( )  
( )

Individual members of the firm:

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President of the corporation: \_\_\_\_\_

Secretary of the corporation: \_\_\_\_\_

Corporation is organized under the laws of the State of \_\_\_\_\_

Bid dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

END OF BID FORM