
PROJECT NAME: ROOF REPLACEMENT & FAÇADE REPAIRS AT
GENESIS TOWERS
SPECIFICATION No.: 2021-001-009
ADDENDUM No.: 1
DATE ISSUED: FRIDAY, MAY 21, 2021

For which bids are scheduled to be accepted in the office of the Gary Housing Authority, 578 Broadway, 2nd Floor, Gary, Indiana 46402, by 10:00 a.m. (CST) on Friday, May 28, 2021, for Specification No. 2021-001-009, ROOF REPLACEMENT & FAÇADE REPAIRS AT GENESIS TOWERS.

The following clarification(s), change(s), addition(s) and/or revision(s) will be incorporated into the Contract Documents. All other provisions and requirements as originally set forth, in the procurement documents, remain in force and are binding. Any additional work required by this Addendum will conform to the applicable provisions of the original documents.

<p>RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE APPROPRIATE BID EXECUTION PAGE</p>
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NOTICE OF CLARIFICATIONS, CHANGES, ADDITIONS, OR REVISIONS

Item 1

The May 12, 2021, Pre-Bid conference attendance sheet is attached.

Item 2

Liquidated Damages & Insurance Requirements: Attached are the updated pages 12 & 13, for article(s) #33 and #36 of HUD form 5370, General Conditions for Construction Contracts – Public Housing Programs

QUESTIONS FROM BIDDERS, WITH RESPONSES FROM GARY HOUSING AUTHORITY AND ITS CONSULTANTS:

Question 1: Drawing A.3.4 new construction keynote 2 is to grind & repoint existing masonry joints. Is this repair only for the wall surface as shown on picture 2 of this drawing?

Answer 1: The photo is only an example of the typical repair work which is to be done per Note 2. The Contractor is to repair the other wall areas where Note 2 is referenced. This is also typical for all other photos and notes on Sheet A3.4.

Question 2: Per the pre-bid meeting today, it was stated that liquidated damages will be \$500 per day for this project. Please clarify where this information is located in the specifications.

Answer 2: See Item 2

Question 3: Will the contractor be responsible for any quality control testing costs?

Answer 3: The Contractor is responsible for quality control testing unless noted otherwise.

Question 4: The scope of work in project manual and on drawings indicates to remove existing roof drain and replace. Please provide specification for new roof drain as none given.

Answer 4: See attached specification for roof drain.

Question 5: Please clarify if any of the sidewalks surrounding the Genesis Towers are vaulted.

Answer 5: The sidewalks on Broadway (east of building) and 6th Avenue (south of building) are vaulted.

Question 6: The Specifications indicate the work is to be done within 172 calendar days. A start date is needed to understand what impact winter will be on the project. What is the anticipated start of this work?

Answer 6: The GHA anticipates seeking the Board's approval at the June 17, 2021 Board meeting, for contract execution by the end of June 2021.

Question 7: Will Gary contractors submitting a quote on this project be allocated a 10% price advantage?

Answer 7: No.

END OF ADDENDUM #1

Clarification: Nothing verbally discussed at the pre-bid meeting or during any of the on-site walk-throughs or visits changes or alters the Invitation for Bids, unless it appears in writing via an Addendum signed by Gary Housing Authority's Procurement & Contract Coordinator.

Authorized Signature *Khalim Muhammad*
Procurement & Contract Coordinator

Date 5/20/21



Gary Housing Authority

Sign-In Sheet

Pre-Bid & Site Visit Conference

2021-001-009

Roof Replacement & Façade Repairs at Genesis Towers IFB

Date: May 12, 2021

Time: 10:00 am

NAME	COMPANY NAME & ADDRESS	PHONE & EMAIL
1. Joe FORBES	JF Chiattellos	219-322-7660 jforbattello@gmail.com
2. FRED KAUFFMANN	BABILLARIS	219 884 3851 FKAUFFMANN@BABILLARIS.COM
3. Brian Gluth	Gluth Brothers Roofing	219-844-5536 brian@gluthbrothersroofing.com
4. MARCUS BASS	ROOFERS LOCAL OG	019 816-8866 mbassab@sbglobal.net
5. PETER ZUCHUT	GARUP CONSTRUCTION	219-712-2787 Peter.Zuchut@GARUP.COM
6. Adam Turnell	Windward Roofing	773-457-9428 aturnell@windwardroofing.com
7. Frank Grice	Berglund Const.	708-774-0557 fgrice@berglundco.com
8. Tony Sajani	Korellis	219-713-9807 +Sajani@Korellis.com
9. Christian Kunder	RestoreWorks	219 713 2227 christian@restoreworks.com



Gary Housing Authority

10.	Rox Zuidema	Restor Woods	219 929-9700 doree505@restorwoods.com
11.	Danny Polant	Precision Builders Inc	219.712.0929 dan@precisionb.com
12.	SHAWN SIMONS	Mechanical	219 313-4824 ssimon@mech.com
13.	Mike Castillo	GHA	219 791-3546
14.	Doretha Jents	GHA	219-881-6412
15.	PAUL CROWIN	Knick-Sprocket Roofing	708-339-1726
16.	Chris hewitt	E J Construction	708 238 8589
17.	SANDY MENDEZ	GLOBETROTTERS	312 697 3689
18.	Margaret Lehto	Globetrotters Engineering Corp.	312-922-6400
19.	SANJIV JAIN	QVR - GHA	630-869-0009 sjain@QVRASSOCIATES.com
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21.			
22.			
23.			

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 500.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

- completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1 million [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1 million [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

DIVISION 22 - PLUMBING
22 14 23 – Storm Drainage Piping Specialties

1. GENERAL

1.1 WORK INCLUDES

A. Base Bid:

1. Plumbing Contractor:
 - a. Roof drains
 - b. Through-penetration firestop assemblies
 - c. Flashing materials

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

- A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

2. PRODUCTS

2.1 METAL ROOF DRAINS

A. Manufacturers:

1. Jay R. Smith Manufacturing Company
2. Watts Water Technologies
3. Zurn Industries, LLC

B. Cast-Iron, Large-Sump, General-Purpose Roof Drains:

1. Standard: ASME A112.6.4, for general-purpose roof drains
2. Body Material: Cast iron
3. Dimension of Body: Nominal 14-inch diameter
4. Combination Flashing Ring and Gravel Stop: Required
5. Flow-Control Weirs: Not required
6. Outlet: Bottom
7. Extension Collars: Where required
8. Underdeck Clamp: Where required
9. Expansion Joint: Not required
10. Sump Receiver Plate: Required
11. Dome Material: Cast iron
12. Perforated Gravel Guard: Not required
13. Vandal-Proof Dome: Not required
14. Water Dam: Not required

C. Cast-Iron, Medium-Sump, General-Purpose Roof Drains:

1. Standard: ASME A112.6.4, for general-purpose roof drains
2. Body Material: Cast iron
3. Dimension of Body: 8- to 12-inch diameter
4. Combination Flashing Ring and Gravel Stop: Required
5. Flow-Control Weirs: Not required
6. Outlet: Bottom
7. Extension Collars: Where required
8. Underdeck Clamp: Where required
9. Expansion Joint: Not required
10. Sump Receiver Plate: Required
11. Dome Material: Cast iron
12. Wire Mesh: Not required
13. Perforated Gravel Guard: Not required
14. Vandal-Proof Dome: Not required
15. Water Dam: Not required

2.2 THROUGH-PENETRATION FIRESTOP ASSEMBLIES

A. Manufacturers:

1. 3M Building & Commercial Services Division
2. Hilti Inc.
3. Proset Systems

B. Through-Penetration Firestop Assemblies:

1. Standard: ASTM E 814, for through-penetration firestop assemblies
2. Certification and Listing: Intertek Testing Service NA for through-penetration firestop assemblies.
3. Size: Same as connected pipe.
4. Sleeve: Molded PVC plastic, of length to match slab thickness and with integral nailing flange on one end for installation in cast-in-place concrete slabs.
5. Stack Fitting: ASTM A 48/A 48M, gray-iron, hubless-pattern, wye branch with neoprene O-ring at base and gray-iron plug in thermal-release harness. Include PVC protective cap for plug.
6. Special Coating: Corrosion resistant on interior of fittings.

2.3 FLASHING MATERIALS

A. Copper Sheet: ASTM B 152/B 152M, 12 oz./sq. ft.

B. Zinc-Coated Steel Sheet: ASTM A 653/A 653M, with 0.20 percent copper content and 0.04-inch minimum thickness unless otherwise indicated. Include G90 hot-dip galvanized, mill-phosphatized finish for painting if indicated.

C. Elastic Membrane Sheet: ASTM D 4068, flexible, chlorinated polyethylene, 40-mil minimum thickness.

D. Fasteners: Metal compatible with material and substrate being fastened.

- E. Metal Accessories: Sheet metal strips, clamps, anchoring devices and similar accessory units required for installation; matching or compatible with material being installed.
- F. Solder: ASTM B 32, lead-free alloy

3. EXECUTION

3.1 INSTALLATION

- A. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions.
 - 1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
 - 2. Install expansion joints, if indicated, in roof drain outlets.
 - 3. Position roof drains for easy access and maintenance.
- B. For cleanouts located in concealed piping, install cleanout wall access covers if missing flush with finished wall.
- C. Install through-penetration firestop assemblies in plastic conductors at concrete roof deck penetrations.
- D. Install sleeve flashing device with each conductor passing through roof with waterproof membrane.

3.2 PROTECTION

- A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
- B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END 22 14 23