



ADDENDUM #2

Project: No. 16-100
City of Owosso 2018 Façade Project CDBG Program
Owosso MI 48867

Owner: City of Owosso
301 W. Main Street
Owosso MI 483867

Architect: H2A Architects Inc.
9100 Lapeer Road
Suite B
Davison, Michigan 48423

Issue Date: July 2, 2018

GENERAL NOTES

The following are changes, clarifications, and additions made in specification and working drawings prior to receipt of bids and shall be noted by the Contractor responsible for the same. All of these items shall be considered part of the Contract Documents.

The general character of the work required by this addendum shall be the same as originally specified, and all incidentals required in connection with the work hereinafter described shall be included even though not specifically mentioned.

The Contractor shall be held responsible to include and adjust the work of all trades involved as required to complete the work described hereinafter. All bidders shall review Addendum as it alters the work shown on the drawings and specifications.

ITEMS INCLUDE

Item #1: Refer to Section 01 10 00 Supplementary General Conditions, 1.01, Agreement Forms: A sample copy of the AIA A101-2007 is attached for reference. A sample copy of the General Conditions of the Contract AIA A201 is available for viewing at City Hall.

Item #2: Refer to All Projects, Specifications Sheet A100, Division 8: Doors and Windows: Pella 'Architect Series Traditional' by Pella shall be an approved equal:

Item #3: Refer to All Projects, Specifications Sheet A100, Division 8: Doors and Windows: Paragraph reads:
'Second Floor (and 3rd floor) new glass shall be min 7/8" . . . where required by code.'

Revise Paragraph to read:

'Second floor (and 3rd floor) new glass shall be min 11/16" insulating low-e glass with argon. Acceptable glazing includes Low E 366 on 2nd surface, or 2nd and 3rd surface. Provide safety glass where required by code.'

Item #4: Refer to 114 W. Main Street, Sheets A103, Detail 5 and Sheet A104, Detail 7 and 8: Clarification: Existing conditions require that Wood Nailers/Blocking be provided for the window installation including: the head, jamb and sill. Wood Nailers/Blocking will be in contact with masonry and shall be preservative treated. Trims shall be provided on the exterior to complete the installation and conceal the blocking. Where original wood windows remain, all original product including the interior and exterior trims shall be turned over to the owner.

Item #5: Refer to 216-218 W. Main Street, Sheets A104, Detail 4, Elevation:
Restoration of second floor windows includes full restoration including but not limited to: items noted on drawings, restoration or replacement of deteriorated sills, bottom rails, restoration or replacement of sash chords and pully systems, interior and exterior finishing.

Item #6: A pre-bid meeting was held on June 29, 2018, was not mandatory. Conference notes from the meeting and a sign-in list is attached.

H2A Architects Inc.



Jackie Hoist, AIA
Project Manager

Z:\Projects\City of Owosso\16-100 Facades\Construction Administration\Addendums\add-2.doc

CONFERENCE NOTES



Conference Specifics

Project: City of Owosso 2018 Façade Projects, CDBG Program

H2A Project #: 16-100

Location: City Hall

Present: Sign-in List attached

Date: Friday, June 29th, 2018.

Purpose: Pre-Bid Conference

Notes

1. Meeting started with introductions, a sign in sheet of those that attended is attached.
2. The documents were reviewed. Special attention was noted to:
 - a. Bid date, time and location. July 17, 2018 at or before 3:00 p.m. at City Hall Clerks Office.
 - b. Local and/or minority participation.
 - c. Prevailing wage requirements.
 - d. Equal Opportunity Employment requirements.
 - e. HUD Community Development Block Grant Funding requirements.
 - f. Items that must be included with the bid response.
 - g. The proposal form, required forms and bidder qualification forms.
 - h. General Conditions, including unique water supply conditions of the project.
 - i. Supplementary General Conditions and proposed contract.
 - j. General Requirements, including time requirements and liquidated damages.
 - k. Wage rates and certified payroll forms.
3. The meeting was concluded at City Hall and a tour was given of each of the buildings included in the project.

Interior access was provided to all facilities except 114 N. Washington due to limited interior scope at that building.
4. Inquiries regarding the project or substitutions must be received at least five (5) calendar days prior to submission.
5. It was noted that the architects photographs will be made available to the bidders. They can be accessed with a link that will be forwarded to each of the parties that signed in today.
6. Follow up visits can be made at any time to view the exterior. Follow-up visits to view the interior of the buildings must be arranged by appointment. Contact Josh Adams at downtownowosso@gmail.com

JH/jsh

SIGN-IN SHEET



Project Specifics

Project: City of Owosso 2018 Façade Project CDBG Program

H2A Project Number: 16-100

Location: City Hall

Date: 6/29/2018

Contractors

Name:	Company:	Phone:	email:
Jackie Hoist	H2A Architects	810-412-5640	jackie@h2aarchitects.net
Josh Adams	City of Owosso	989-725-0571	downtownowosso@gmail.com
Emily Pantera	(Grant Liason)	847-644-0720	emily@emilypantera.com
Mark Agnew	Agnew Sign	989-723-4621	mark@agnewgraphics.com
Will McNamara	First Contracting	989-666-6244	will@firstcontracting.net
Steve Bailey	Northern Window	810-533-0870	sbailey4nwd@gmail.com
Art Reeves	Marvin Window	248-756-0060	artreeves@marvin.com
Todd Nancarrow	Grunwell Cashero	313-843-8440	tnancarrow@grunwell-cashero.com

 **AIA[®] Document A101[™] – 2007**

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner’s representative:
(Name, address and other information)

§ 8.4 The Contractor’s representative:
(Name, address and other information)

§ 8.5 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Sample

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.