

ADDENDUM NO. 2

DATE: April 12, 2018
PROJECT: Munising Public Schools Mather Elementary Renovation
OWNER: Munising Public Schools
BID DATE: Friday, April 20, 2018 at 10:00 a.m.

The following shall be incorporated into the Contract Documents dated **26 MAR 2018**.

PROJECT MANUAL

A101 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Revised A101 is attached.

26 24 16 PANELBOARDS

Add the following:

2.3.C.1 Panelboard Amp Interrupting Capacity shall be 22,000 Amps.

00 26 00 – SUBSTITUTION REQUEST DURING BIDDING PHASE

01-Roofing – Durolast product substitution request approved.

Remove specification section 23 25 19 Water Treatment for Steam System Feedwater,

DRAWINGS

AD101 - BASEMENT FLOOR DEMOLITION PLAN – NOT ISSUED

Eliminate A.22 from Key Notes.

Eliminate Key Note tag (A.22) and hatching at Lunch Service 1077.

Add Key Note tag (A.4) at Lunch Service 1077.

Add Key Note A.33: Remove existing wood base and prep for new base. Coordinate with Finish Schedule.

Add Key Note tag (A.33) at Lunch Service 1075 on plan at west wall adjacent to Storage Room 1076.

AD102 - FIRST FLOOR DEMOLITION PLAN – NOT ISSUED

Add Plan Note 17: Remove portion of existing wood ceiling trim in corridors. (Apply to First Floor Corridors 1104, 1124, 1138, and Second Floor Corridors 1150, 1205, 1222, 1235 and 1238).

Add Key Note A.34: Demolish steam radiator at east wall in Vestibule #1131 and cap existing piping. Plug and patch holes in floor.

Added Key Note tag (A.34) at Vestibule 1131 on plan.

Eliminate Key Note tag (A.32) from 2nd Grade 1153.

AD103 - SECOND FLOOR DEMOLITION PLAN – NOT ISSUED

Add Plan Note 17: Remove portion of existing wood ceiling trim in corridors. (Apply to First Floor Corridors 1104, 1124, 1138, and Second Floor Corridors 1150, 1205, 1222, 1235 and 1238).

Eliminate Key Note tag (A.32) from 5th Grade 1207, Classroom 217, Science Lab 214, and Classroom 1223A.

Add Key Note tag (A.5) to 5th Grade 1207, Classroom 217, Science Lab 214, and Classroom 1223A.

A-101 - BASEMENT FLOOR PLAN – NOT ISSUED

Add Plan Note 15: All existing classroom doors within scope of work with hollow metal frames are to have the frames primed and painted.

Eliminate A.1 from Key Notes.

Eliminate Key Note tag (A.1) and hatching at Lunch Service 1077.

A-102 - FIRST FLOOR PLAN – NOT ISSUED

Add Plan Note 15: All existing classroom doors within scope of work with hollow metal frames are to have the frames primed and painted.

A-103 - SECOND FLOOR PLAN – NOT ISSUED

Add Plan Note 15: All existing classroom doors within scope of work with hollow metal frames are to have the frames primed and painted.

Eliminate Key Note tag (A.8) from Classroom 1232.

A-111 – ENLARGED PLANS – NOT ISSUED

Add note at Door 1132.1: Cut Terrazzo Wainscot at Vestibule 1131 as required for installation of new doorframe – do not overcut. Cut/grind Terrazzo Cove Base as required to receive new doorframe.

Add note at Door 1132.2: Cut/grind Terrazzo cove base as required to receive new doorframe. Patch wall material and trim adjacent to door frame as required to match existing finishes.

Add note at Door 1130.1/1130.2: Install new doorframe tight to Terrazzo Wainscot in Vestibule #1131. Patch wall finish and extend picture rail trim and wood base to the new frame. Stain and varnish trim to match existing.

Add note to Corridor 1138: Provide wood base at infilled door opening to former General Office. Wood base height to match Terrazzo base height. Paint to match Terrazzo.

A-121, A-122, A-123, A-131, A-132 & A-133 – REFLECTED CEILING PLANS – NOT ISSUED

Revise Key Note A.2: Remove and replace existing ceiling applied acoustic panels where sagging, damaged, stained or missing. Provide ceiling applied acoustic panels to match existing type, finish and pattern. New tiles listed as CAAP-1 on finish legend under the ceiling heading.

Add to Ceiling Legend: CAAP-1; Acoustic Ceiling Tile; Armstrong; washable surface mounted tiles, replacement infill into existing ceiling; 12"x12" or 16"x16" match existing type, texture and appearance.

A-401 – DOOR SCHEDULE AND TYPICAL DETAILS – NOT ISSUED

Add notes to First Floor Door, Frame, & Hardware Schedule:

Door 1132.1 and 1132.2: reference detail 4/A-401 for doorframe detail. Throat of doorframe to match width of existing wall. Weld doorframe in place as required to place frame over existing wall finish.

Provide threshold to match width and depth of frame. Threshold to be aluminum double saddle in dark bronze finish.

Doors 1130.1 and 1130.2: Revise aluminum frame to increase the depth of the horizontal frame members at the sills of the sidelite panels to be 8" or as verified by the contractor to match the width of existing doorframe to be removed. Provide threshold to match width and depth of frame at doors (8" or as verified by the contractor). Threshold to be aluminum double saddle in dark bronze finish.

A-402 – ROOM SCHEDULE AND TYPICAL DETAILS – NOT ISSUED

Eliminate PNT-15 from Finish Legend.

Add to Finish Legend under Ceiling: CAAP-1; Acoustic Ceiling Tile; Armstrong; washable surface mounted tiles, replacement infill into existing ceiling; 12"x12" or 16"x16"; match existing type, texture and appearance.

Revise Basement Floor Room Finish Schedule:
Base material changed to RB-2 for Hall 1054 and Art 1058.

Revise First Floor Room Finish Schedule:
Add Vestibule 1130: North Wall – PNT-3, Base – ETR, Floor – ETR
Add Vestibule 1131: All Walls – PNT-3, Ceiling – PNT-9, Base-ETR, Floor – ETR.
Add Stair S-1A & S-1C: All Walls – PNT-3, Ceiling – PNT-9, Base-ETR, Floor-ETR

Revise Second Floor Room Finish Schedule:
Revise Read 180 1215 and 4th Grade 1217: Base material changed to ETR (Existing to remain). Rooms have existing wood base and base shoe. Refer to demolition plan keynote A.5 and floor plan keynote A.8.
Revise Media Center 1223 and Storage 1223A: Base-ETR at existing walls, RB-1 at new walls.
Add Stair S-2A & S-2C: All Walls – PNT-3, Ceiling – PNT-9, Base-ETR, Floor-ETR

A-501 – INTERIOR ELEVATIONS – NOT ISSUED

Revise signage note on east elevation of 1/A-501: 10" high pin mounted signage on wall (secondary signage type "L"). 6'-6" maximum overall width. Provide blocking in wall for mounting.

E-800 – PANEL SCHEDULES

Display Device Schedule: 75" Interactive Display and mount to be furnished by Owner and installed by Contractor.

End of Addendum No. 2



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 Two Thousand Eighteen (2018)
(In words, indicate day, month and year)

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

Munising Public Schools
810 W. State Highway M-28
Munising, MI 49862
Telephone No.: 906.387.2251

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

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

Munising Public Schools Mather Elementary Renovation project in accordance with the approved plans and specifications, the Owner's fixed budget, and as otherwise approved by the Owner.

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

OHM Advisors
424 Hancock Street
Hancock, MI 49930
Telephone No: 906.482.0535 Fax: 906.482.6453

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

TABLE OF ARTICLES

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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, bid specifications and Owner-accepted portions of bid responses, 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.)

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

§ 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.)

August 24, 2018 (with increases in the Contract Time as approved by the Owner and Architect). The Contractor shall pay the Owner (and the Owner may withhold from payments due Contractor) liquidated damages of \$400.00 per day for each calendar day thereafter that the Work is not substantially complete.

Init.

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.)

Notwithstanding the fact that the Contract Time may be extended as approved by the Owner and Architect, time is of the essence for this contract, and the Contractor shall begin work as directed by the Architect.

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)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Allowance No. 1 – For work to replace portions of the Bus Garage Roof	\$10,000
Allowance No. 2 – Replacement of 12" x 12" acoustic tile in classrooms	\$8,000

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:

§ 5.1.3 Provided that the Architect-certified Certificate for Payment is received by the Owner, the Owner shall make payment of the certified amount to the Contractor not later than thirty (30) days after receipt, unless and to the extent the Owner disputes the propriety of the payment or the amount certified in good faith.

(Federal, state or local laws may require payment within a certain period of time.)

Init.

§ 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. The Contractor's failure to provide a schedule of values or to timely update it as Work progresses shall be a substantial breach of this Agreement.

§ 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 ten percent (10%). 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 ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner, if any; 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.

(Paragraphs deleted)

§ 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.)

Any reduction in the retainage of this Contract shall be in the sole discretion of the Owner and the Owner reserves the right to restore the retainage to its full contract amount in the event the Owner believes the retainage restoration is desirable.

§ 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.

§ 5.1.10 The Owner may withhold amounts from any progress payment as a setoff or recoupment for damages or losses incurred due to the Contractor's negligent acts or omissions or the Contractor's failure to perform under the requirements of the Contract Documents.

§ 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:

