

## **PROJECT IDENTIFICATION**

### **Project**

Renovations to  
Midland County Administrative Services Building  
Architect's Project Number 20220400

### **Architect**

Archiverde Design, LLC  
2720 Rodd Street  
Midland, MI 48640

## **INSTRUCTIONS**

### **Purpose**

This addendum forms a part of the Contract Documents and is issued to modify the Bidding Documents.

### **Procedure**

Bidders shall verify that sub-bidders have included addendum items in their sub-bids.

The Bid shall include all items modified by this addendum.

Bidders shall acknowledge receipt of this addendum in the space provided on the bid form.

## **DRAWINGS**

The following documents are issued as a part of this addendum:

- Sign-in sheet for the pre-bid walk through
- Specification Section 004100 – Bid Form
- Specification Section 005210 – Addendum to the Agreement Form
- Drawing A8.5 "Third Floor Interior Elevations".

## **ADDENDUM ITEMS**

### **Architectural**

#### **Item A1**

General information:

- A. The floor-to-floor height for the first through third floors is 13'-4" with the exception of the existing IT room floor. That floor is depressed 10" to accommodate an existing computer room raised floor system.
- B. The sign-in sheet for the pre-bid walk through is attached.

#### **Item A2**

Refer to specifications section 004100 – Bid Form, reissued with this Addendum.

- A. Revised section to include a location for the Bidders Offer.
- B. Revised the section to include a location for the pricing of Alternate No. 1.

**Item A3**

Refer to specifications section 005210 – Addendum to the Agreement Form, reissued with this Addendum.

- A. Revised Insurance Requirements.

**Item A4**

Refer specifications section 01100-1 Summary, not reissued with this Addendum.

- A. Clarification: in article 1.04, the Owner will provide the following work:
  - a. Removal/relocation and reinstallation of existing artwork and furniture.
  - b. Removal/relocation and reinstallation of computers, copiers and IT equipment.
  - c. Modifications to the security/alarm system including cameras, card readers, and low voltage wiring.
  - d. Modifications to the existing fire alarm system.
  - e. Modifications to the existing fire suppression systems:
    - i. Wet system
    - ii. Computer room (Novec).
  - f. Temperature controls
- B. The selected bidder shall coordinate their work with that of the Owner and their subcontractors.
- C. The electrical contractor shall provide conduit runs and boxes for the security and alarm equipment.

**Item A5**

Refer to specifications section 020342 – Removal and Salvage of Period Construction Materials, not reissued with this Addendum.

- A. Omit item 2.06, B.

**Item A6**

Refer to drawing D1.1, not reissued with this Addendum.

- A. At Register of Deeds service counter, demolition shall include the removal of the existing overhead counter door.
- B. Remove all existing wall covering in corridors 143, 145, and 155 and prep for new wall covering.

**Item A7**

Refer to drawings D1.1, D1.2, and D1.3, not reissued with this Addendum.

- A. Clarification: remove any existing wall cover which may be present on any existing walls scheduled to receive new wall finishes. Refer to room finishes drawings on A6.1, A6.2, and A6.3, and the room information schedules.
- B. Clarification: Remove any existing floor covering in areas scheduled to receive new floor finishes. Prep floor as required to accommodate installation of new floor finishes.

**Item A8**

Refer to drawings A6.1 and A9.1, not reissued with this Addendum.

- A. Provide new wall covering No 1 on all walls in corridors 143, 145, and 155.

**Item A9**

Refer to drawing A8.5, issued with this Addendum.

- A. Issued drawing A8.5, previously omitted from the bid package.

---END OF ADDENDUM---

11/20/24 @ 9am

CSB Walk thru

Corey Yunker		Hauck painting	yunker1cs@yahoo.com
Bill Hauck	989-737-6576	Hauck painting	MSUHauck@aol.com
Kevin Mann	989-330-5850	Mann's Painting Inc	Kevin@mannspaintinginc.com
Rob Ruard	989-205-2826	THree River	rruard@ercccompany.com
Dan Gittings	989-607-4539	J.E. Johnson	Dang@JEJohnson.com
Rick Ochoa	(989) 695-9461	Answer Heating	ricko@answersos.com
Tony Geiger	989-687-7336	J&D Plg H	jdplg2000@gmail.com
Eric Gentner	989-598-4916	BTE	Eric@BTEelectric.com
James Lintz	989-714-1287	Winniger Fire	jim@wtfire.com
Joe Fleming	989-239-2613	KCI	Joe@Konwinskiconst.com
Nick Sporseller	989-506-1015	KCI	Nick@KonwinskiConst.com
Jeff Rooksberry	813-481-9373	Town + Country Group	Jeff.Rooksberry@TCGroupinc.com
Annie James	989-245-0981	Cross + Lincoln Woodcuts	ajames@crossandlincoln.com
Mark Wadlington	989-859-6814	CCN	mark@CentralCeilingNorth.com
Ryan Bender	989-752-2500	GL Bender Electric	rbender@glbenderelectric.com
Jerry Brown	989-631-4154	SUGAR CONSTRUCTION	jerrybrown@sugarconstruction.com
<b>Mark O'Keefe</b>		<b>SUGAR CONST. O'Keefe Electric</b>	
		<b>marko@sugarconstruction.com</b>	
		<b>O'Keefe electric mark@yahoo.com</b>	
Matt Brownlee	989-772-0782	Metal Arts	mbrownlee@metelartsconstruction.com
Todd Arnold	989 205 0118	Blasy Electric	Toddarnold@blasyelectric.com
<b>ARON GROBE</b>	<b>989.435.2946</b>	<b>QUALITY ENI.</b>	<b>AGROBE@QESI1.COM</b>
<b>DAVE KEENE</b>			

This page intentionally left blank



**SECTION 004100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. Owner  
The County of Midland, Michigan, Public Body Corporate  
220 West Ellsworth Street  
Midland, Michigan 48640

**1.02 FOR:**

- A. Project: Renovations To Midland County Administrative Services Building
- B. Architect's Project Number: 20220400  
220 W. Ellsworth Street  
Midland, Michigan 48640

**1.03 DATE: \_\_\_\_\_ (BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name \_\_\_\_\_
  - 1. Address \_\_\_\_\_
  - 2. City, State, Zip \_\_\_\_\_

**1.05 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by \_\_\_\_\_ for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

**1.06 ADJUSTMENTS TO THE BID**

- A. Alternates
  - 1. The following Alternates may be added to or deducted from the Base Bid:  
  
Alternate No. 1    add \$ \_\_\_\_\_ deduct \$ \_\_\_\_\_

**1.07 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to

Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**1.08 CONTRACT TIME**

- A. Complete the Work in \_\_\_\_\_ calendar weeks from Notice to Proceed.  
(Bidder to enter number of weeks.)

**1.09 CHANGES TO THE WORK**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  - 1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work;
  - 2. \_\_\_\_\_ percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

**1.10 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  - Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  - Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.11 BID FORM SIGNATURE(S)**

- A. The Corporate Seal of
- B. \_\_\_\_\_
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. \_\_\_\_\_
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. \_\_\_\_\_
- I. (Authorized signing officer, Title)

**1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

**SECTION 005210  
ADDENDUM TO THE AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. The following Addendum revises the Standard Short Form Agreement Between Owner and Contractor AIA Document A105-2017, by and between the County of Midland, Michigan, Public Body Corporate, and the Contractor.
- B. Where an Article, Section, Paragraph, Subparagraph, or Clause contained in the Stand Form is revised by the provisions of this Addendum, the unaltered provisions of that Article, Section, Paragraph, Subparagraph, or Clause shall remain in effect. The terms of this Addendum supersede the terms of the Standard Form, including any other addenda or any exhibits, appendices and other attachments thereto.
- C. In the event there is a conflict of terms of this Addendum and the terms of the Standard Form, including any other addenda or any exhibits, appendices, and other attachments thereto, the terms of this Addendum shall govern, control, and prevail.

**1.02 RELATED SECTIONS**

- A. Section 005200 - Agreement Form

**1.03 MODIFICATIONS TO THE AGREEMENT FORM**

**A. ARTICLE 1. THE CONTRACT DOCUMENTS**

- 1. Insert the following at the end of Article 1:
  - a. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents, the Contract Documents shall take precedence in the following order:
    - 1) Any written amendments, in order of the most recent executed
    - 2) Addenda
    - 3) Supplemental Conditions, if any
    - 4) The Agreement
    - 5) Drawings and Specifications (including the final drawings for the Project prepared by the Owner's Architect. The drawings and specifications comprising the Construction Documents are complementary. Anything shown in any drawings and not mentioned in the specifications, or mentioned in any of the specifications and not shown in the drawings, shall have the same effect as if shown or mentioned in both. Likewise, if the drawings call for a greater quantity or higher quality than the specifications, or if the specifications call for a greater quantity or higher quality than the drawings, then the greater quantity or higher quality, resulting in the most favorable interpretation to Owner, shall prevail.

**B. ARTICLE 4 PAYMENTS**

- 1. Insert the following after Section 4.2
  - a. "No interest shall be owed or paid by the Owner"

**C. ARTICLE 5 INSURANCE**

- 1. In Article 5 delete Section 5.1.1; 5.1.2; 5.1.3; 5.1.4; and 5.1.5 and add the following:
  - a. Contractor's Insurance
    - 1) The limits of liability for the insurance required by the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
      - (a) Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
      - (b) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C)

Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included. (E) Explosion, Collapse, and Underground (XCU) coverage, if applicable. Limits may be obtained by the use of primary and excess/umbrella liability policies.

- (c) Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- (d) Owners' and Contractor Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractor's Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage. The County of Midland shall be the "Named Insured" on said coverage.
- (e) Additional Insured: Commercial General Liability as described above shall include an endorsement stating the County of Midland shall be listed as additional insured. It is understood and agreed by naming the County of Midland as additional insured, coverage afforded is considered to be primary and any other insurance the County of Midland may have in effect shall be considered secondary and/or excess.
- (f) Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, shall be sent to: (The County of Midland, Contact Name, Title, Address).
- (g) Proof of Insurance Coverage: Contractor shall provide the County of Midland at the time that the contracts are returned for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable.
- (h) If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the County of Midland at least ten (10) days prior to the expiration date.

#### D. ARTICLE 6 GENERAL PROVISIONS

- 1. Delete Section 6.1 and replace it with the following:
  - a. The Contract, Architect Drawings, Architect Addend, if any, and the Owner's Addenda collectively represent the entire and integrated agreement between the parties and supersedes prior negotiation, representations or agreements, either written or oral. The
  - b. Contract may be amended or modified only by a written modification in accordance with Article 10.

#### E. ARTICLE 7. OWNER

- 1. After the first sentence in Section 7.1.1, add the following language:
  - a. "Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness. The Owner shall not be responsible for any delay in orderly progress of the Work resulting from a lack of information or services not requested reasonably enough in advance of the date needed or not under the Owner's exclusive control."
- 2. Delete Section 7.1.3 in its entirety.
- 3. Delete Section 7.3 and replace it with the following:
  - a. "If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with



diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, the Owner may deduct from payments then or thereafter due to Contractor the cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. If future payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner."

F. ARTICLE 8 CONTRACTOR

1. At Section 8.5 Warranty, after the last sentence of the paragraph add the following:
  - a. "The Contractor hereby warrants that all Work performed and material furnished hereunder shall be free of defects for a period of one year from the Owner's final acceptance of all work performed."
2. Delete Section 8.6 in its entirety and replace it with the following:
  - a. Taxes.
  - b. .1 The Contractor shall pay all applicable taxes upon labor and materials entering into the Work or portions thereof provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. It is understood that the Contract Sum includes all taxes and assessments applicable to the Work".
  - c. .2 Contractor shall be responsible for informing itself of tax laws, requirements, regulations and interpretations as they apply to this Project. The specific tax information provided herein is given as a convenience to the Contractor. The Project is solely owned by the
  - d. .3 The Contractor shall keep accurate and detailed records itemizing all taxes assessed or paid on all purchases of materials and shall include with each payment application under the Contract signed statements of such tax records and written verification that each such tax amount set forth in the record has been paid or levied."
3. Delete Section 8.7.2 and replace it with the following:
  - a. .2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work including, but not limited to, compliance with all applicable local permit requirements and fee schedules."
4. At Section 8.9 Use of Site, add the following to the end of the section:
  - a. "The Contractor is responsible for securing the construction materials and equipment on-site. The Owner is not responsible for loss, theft, or damage of construction materials or equipment owned or procured by the Contractor or its agents for the Project."

G. ARTICLE 9 ARCHITECT

1. At Section 9.7, delete the words "and decide" after the word "interpret".
2. At Section 9.8, delete the words "and decisions" after the word "interpretations" in the first and second sentences of the section.
3. At Section 9.9, delete the word "Contractor" between the word's "Owner" and "Architect" in the first sentence of the section.

H. ARTICLE 10 CHANGES IN THE WORK

1. At Section 10.2, add the words "after consultation with the Owner," after the word Work in the first sentence of the section.

I. ARTICLE 11 TIME

1. Delete Section 11.2 and replace it with the following:
  - a. "The Owner shall have the right, without giving the Contractor the right to any extra compensation, at any time when, in the judgment of the Owner, the Work is not proceeding in accordance with the approved progress schedule, to require the Contractor to take such measures or adopt such methods as may be necessary in the Owner's opinion to obtain and

- b. maintain satisfactory progress, but the failure of the Owner to demand that the Contractor adopt such measures shall not relieve the Contractor of his obligation to secure the rate of progress necessary to complete the Work within the time required by the Contract."
- 2. Add new Section 11.4 as follows:
  - a. The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission of the Owner or any of his Representatives and agrees that any subject claim shall be fully compensated for by only an extension of time to complete the performance of the work as provided herein. If the Contractor is delayed at any time in the progress of the Work by any cause, which the Owner determines may justify the delay, including but not limited to, unforeseeable cause beyond the control and without the fault or negligence of the Contractor, its agents and employees, including but not restricted to: acts of God, acts of the public enemy, acts of the Owner, act of another Contractor in performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather over the entire Contract Time, then the Contract Time may be extended by Change Order for such reasonable-time shall relieve the Contractor from any obligation attendant upon him under any of the provisions of this Contract. It is expressly agreed that the Owner's liability for delay from any cause shall be limited to granting a time extension to the Contractor and there is no other obligation, express or implied, on the part of the Owner to the Contractor for delay from any cause."
  - b. "The Owner and the Contractor understand and agree that the time limits stated in the Contract Documents are of the essence of this Agreement and any delay in achieving Substantial Completion within the Contract Time will result in damages to the Owner, including but not limited to, damages from a loss of use and a loss of profits and other direct, consequential and special damages.

The parties agree that the amount of said damages is and will be impossible to determine. Accordingly, in the event of any delay, except as may be expressly excused hereunder, the Contractor shall be liable to the Owner for the payment of liquidated damages in the amount calculated using the formula included in Section 2.3 or of One Thousand Dollars (\$1,000.00) for each calendar day of delay for each day or partial day whichever is greater, until Substantial Completion is achieved. The Owner shall make a deduction of the liquidated damage amount from the next payment amount owed to the Contractor after the delay and for each subsequent payment owed to the Contractor for any delay thereafter. The obligation to pay, or payment of any such liquidated damages hereunder shall not limit Owner's right to terminate this Agreement as provided herein, including but not limited to termination for cause.

The Contractor shall not be excused from its obligation to achieve Substantial Completion within the Contract Time except when the Contractor is delayed in the progress of the Work by events, other than the lack of funds, which are wholly beyond the control of the Contractor and not foreseeable, which events are limited to the following: 1) acts of God or weather delays not caused by Contractor; 2) fire, explosion or other casualty which are not proximately caused by any acts or omissions of the Contractor; 3) labor strikes or disputes which could not have been averted through good faith negotiations and/or reasonable compromise by the Contractor; 4) civil unrest; 5) Change Orders that expressly extend the Contract Time; 6) unforeseeable delays in the delivery of essential supplies or equipment despite all reasonable efforts at procurement by the Contractor and the unavailability of suitable supplies or equipment from another supplier; 7) Owner's failure to give written notice of approval or disapproval of any drawings, plans, specifications or other items requiring such approval, within the time provided in the contract

documents, or other delays wrongly caused by Owner; and 8) future orders by any court or regulatory agency having jurisdiction over this Project and the parties in Indian Country. In order to be entitled to such excuse for delay in achieving Substantial Completion, the Contractor shall give prompt notice to the Owner of any event which would foreseeably cause such delay. Any delay by the Contractor in achieving Substantial Completion that may be excused as provided herein shall be excused only for the duration of the event and only to the extent that the performance is specifically prevented by the event."

J. ARTICLE 15 MISCELLANEOUS PROVISIONS

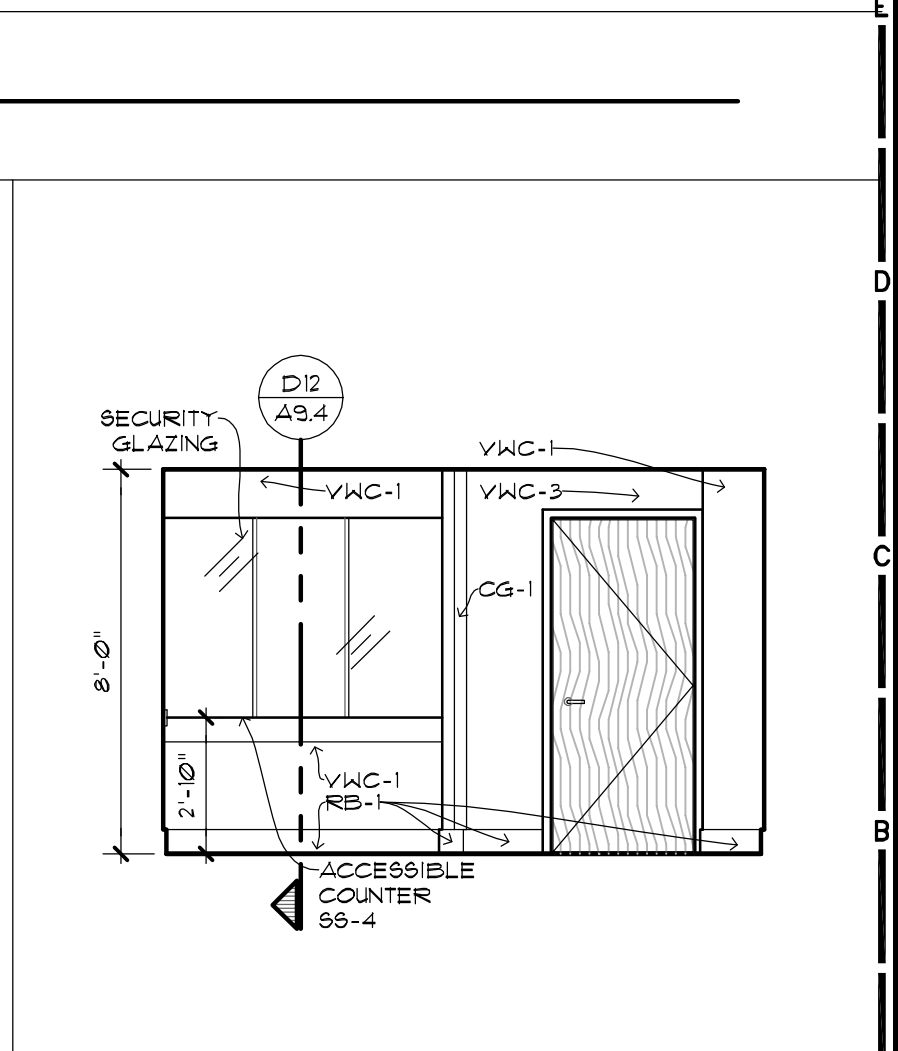
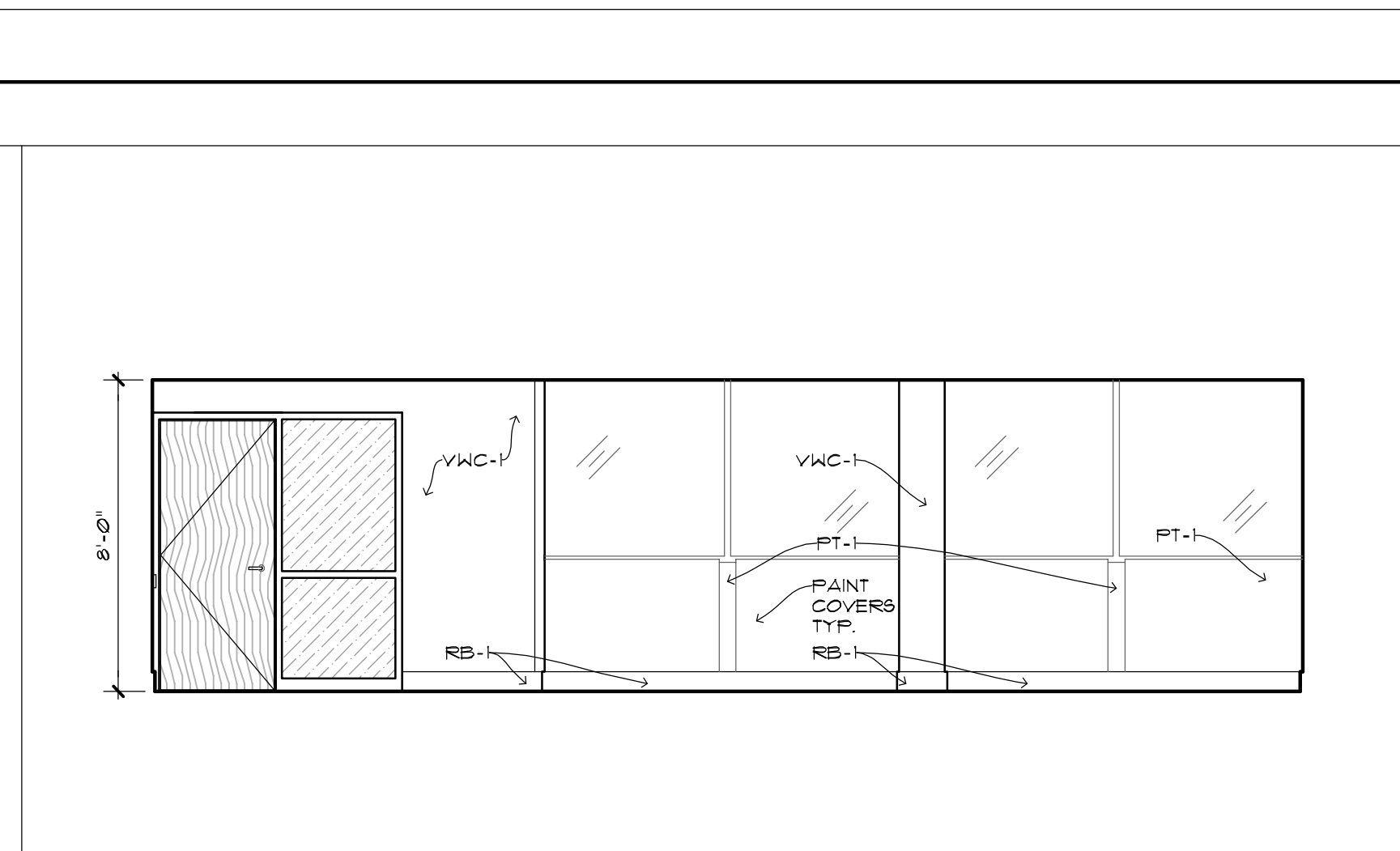
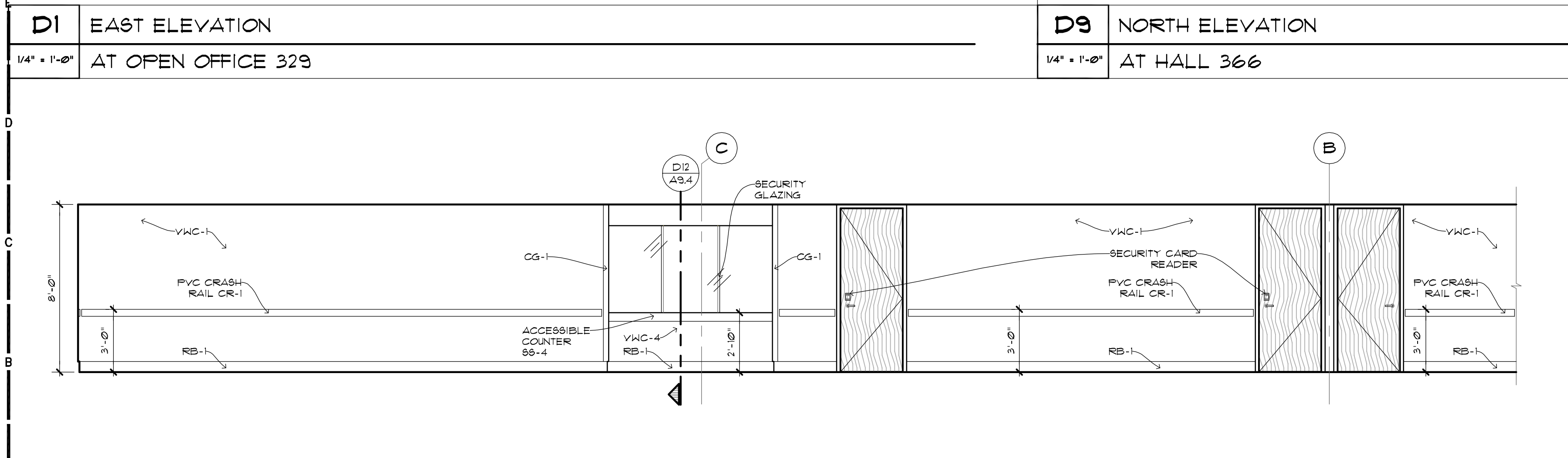
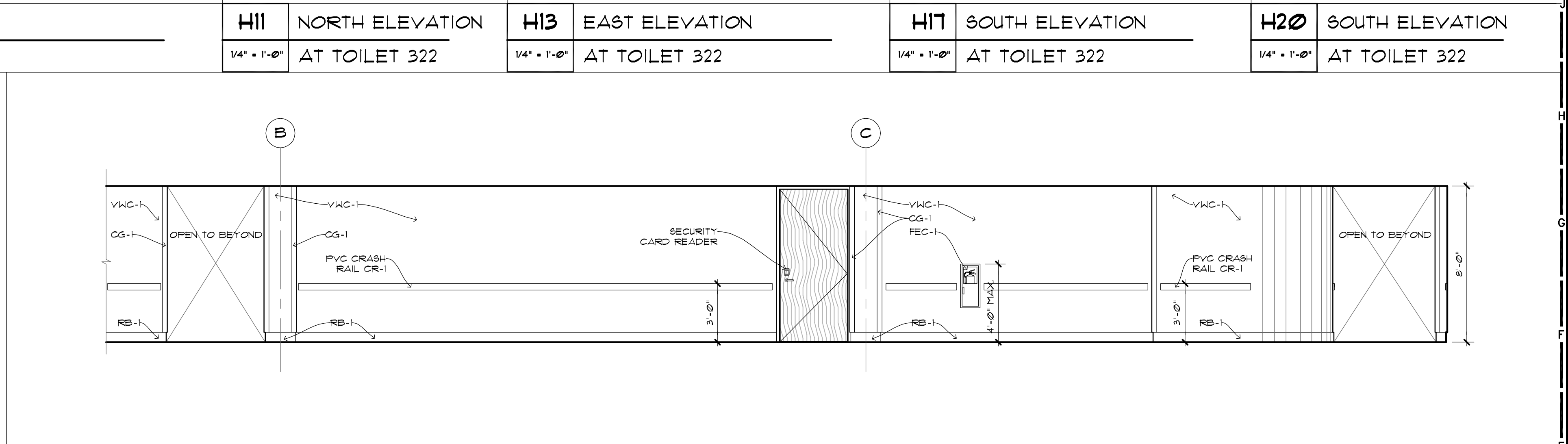
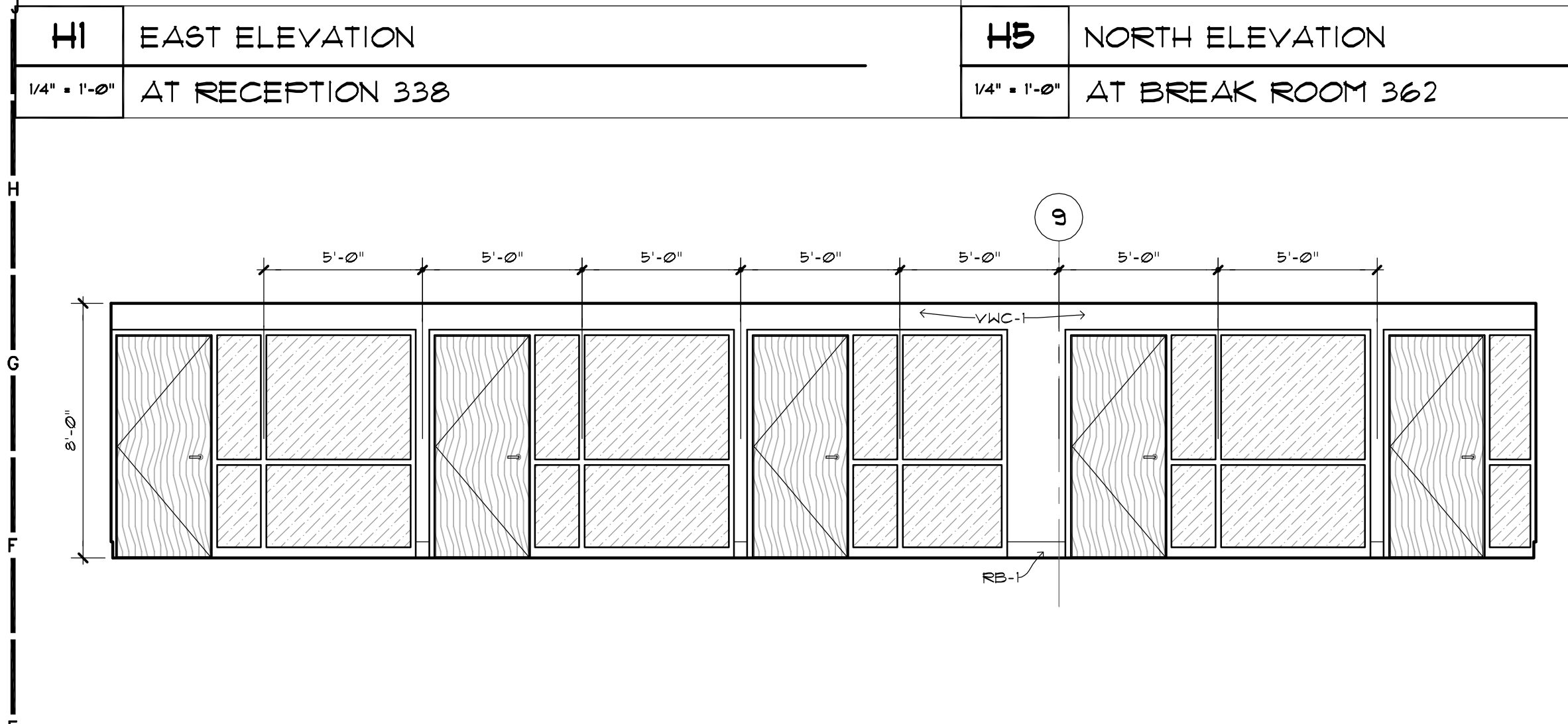
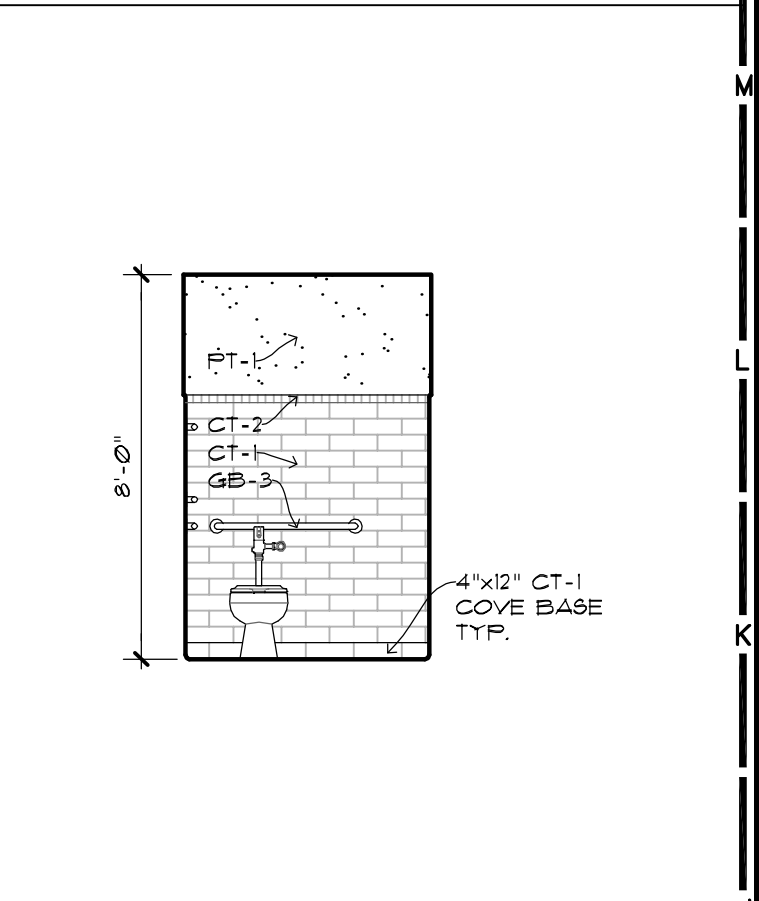
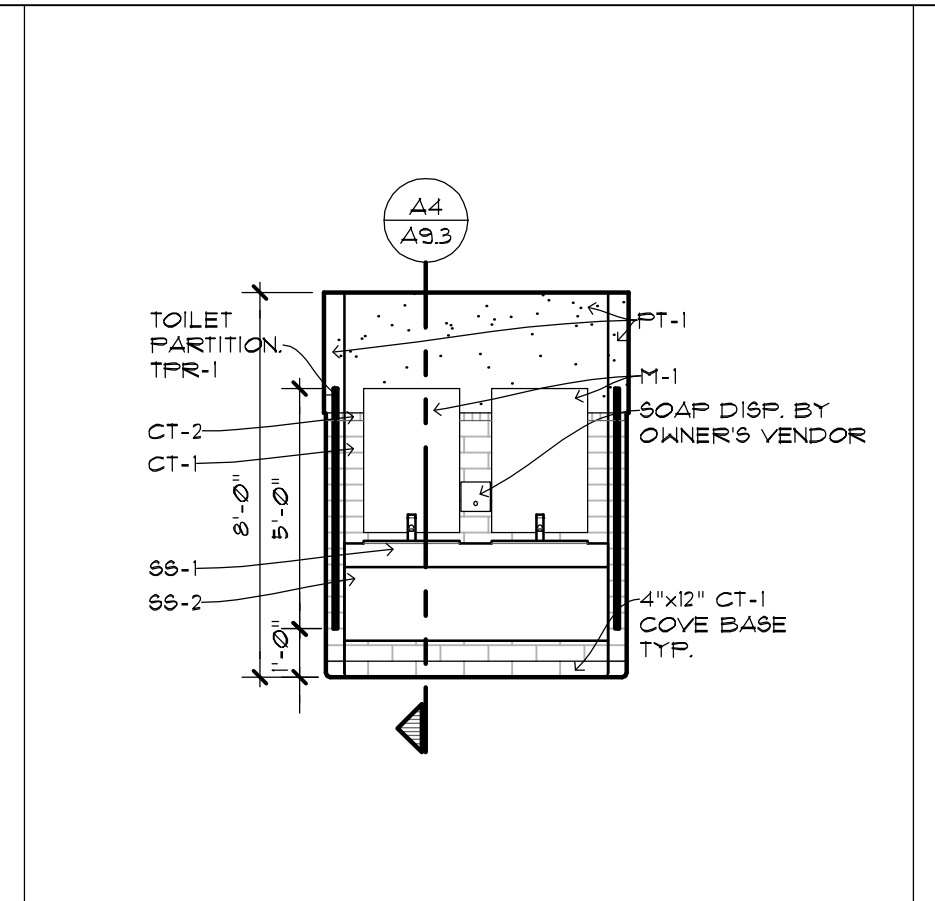
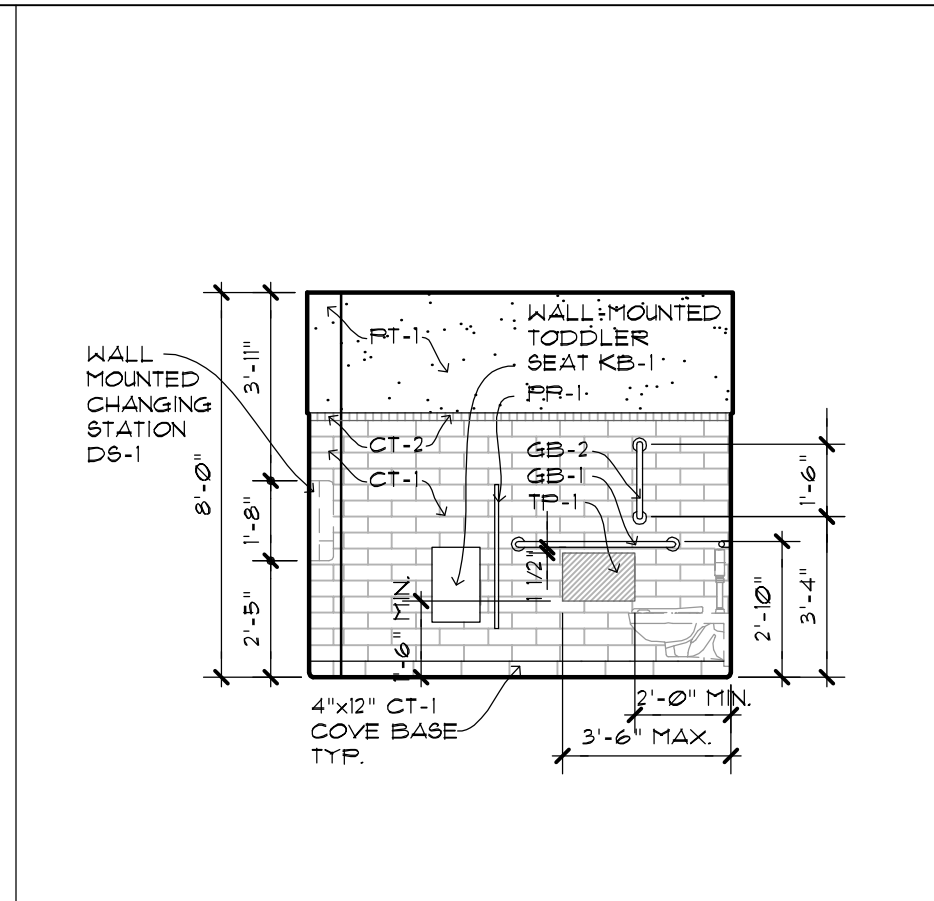
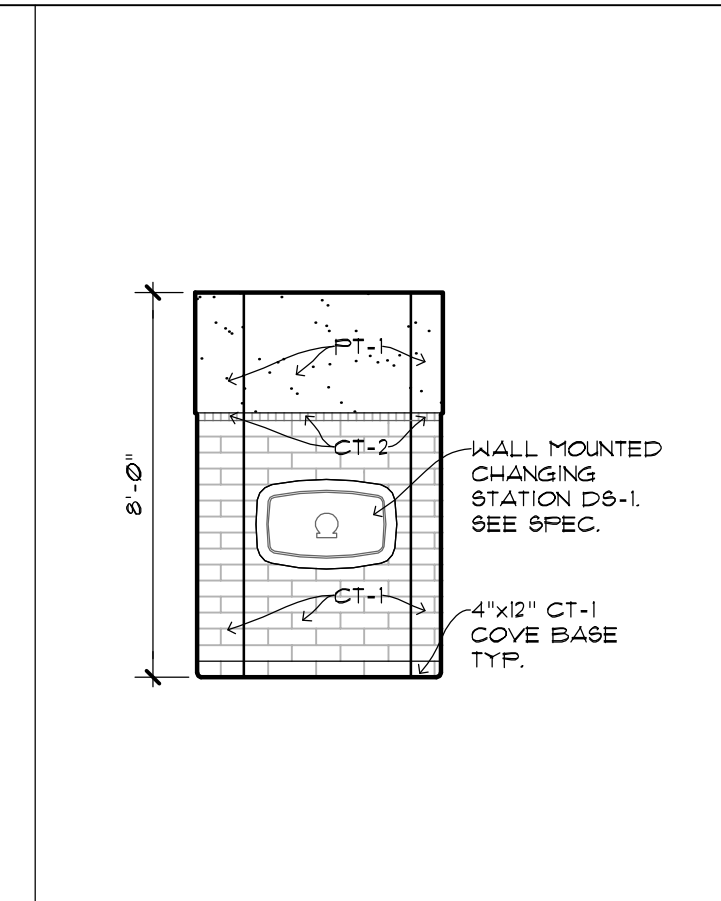
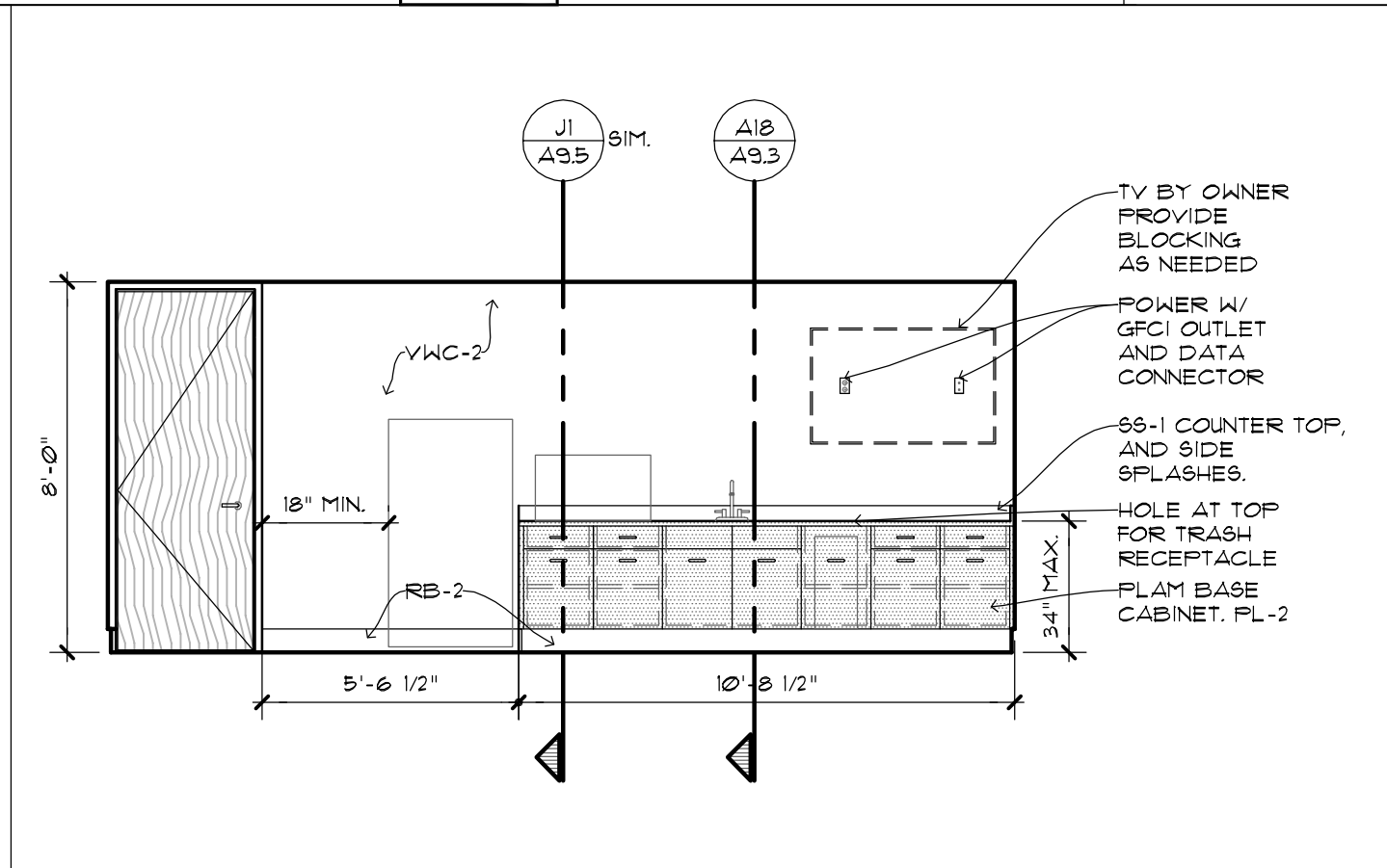
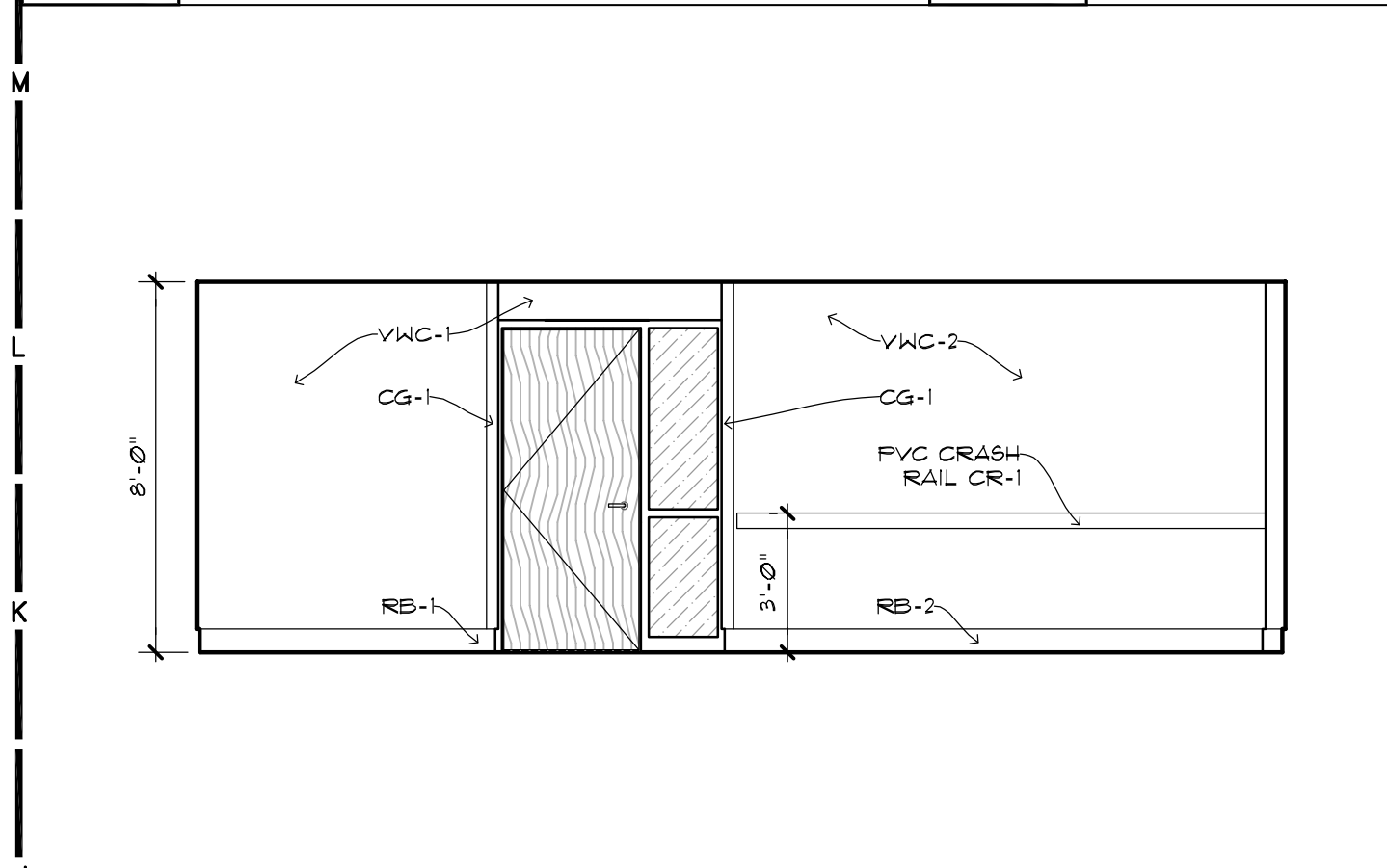
K. ARTICLE 16 TERMINATION OF THE CONTRACT

1. At Section 16.1 replace "14" with "21" before the word "days"; and replace the word "seven" with "14" before the words "additional days in the first sentence.
2. At Section 16.2.1.3 delete the word "repeatedly" before the word "disregards".
3. At Section 16.2.2 delete the words "employment of the Contractor and may" after the word "terminate" in the the third line of the paragraph and insert the words "the Contract and may" after the word "terminate".
4. At Section 1.6.3, add the word "properly" before the word "executed" in the second sentence of the section.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**A1** SOUTH ELEVATION  
 1/4" = 1'-0"  
 AT HALL 366

**A13** SOUTH ELEVATION  
 1/4" = 1'-0"  
 AT RECEPTION 338

**A19** WEST ELEVATION  
 1/4" = 1'-0"  
 AT ADMIN./HR 308