ADDENDUM

DATE: October 7, 2019

PROJECT: Hazel Park School – HPHS Interior Build Out – New Medical Center

TMP PROJECT NOS.: 18097

ADDENDUM NO.: Two (2)

The Bidding Documents are modified, supplemented or augmented as follows and this Addendum is hereby made a part of the proposed Contract Documents.

ADDENDUM NO. 1 WAS PREVIOUSLY ISSUED ON OCTOBER 3, 2019.

The following attachments are issued with this Addendum.

Attachments: Specification Sections: 001113, 002113

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<th>ITEM NO.</th>
<th>SPECIFICATION CHANGES</th>
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| SC-1     | Refer to Section 001113 – ADVERTISEMENT FOR BIDS (reissued):
|          | A. Revised bid opening date to read: “October 15, 2019” as indicated.
|          | B. Revised bid opening time to read: “1:30 pm.” as indicated. |
| SC-2     | Refer to Section 002113 – INSTRUCTIONS TO BIDDERS (reissued):
|          | A. Revised Section 1. PROPOSALS; Paragraph 1 as indicated. |

**END OF ADDENDUM NO. 2**
ADVERTISEMENT FOR BIDS

The Board of Education will receive sealed bids for:

GENERAL CONSTRUCTION OF
HAZEL PARK HIGH SCHOOL
INTERIOR BUILD OUT FOR A NEW MEDICAL CENTER

Bid Proposals will be received until the time and the place, as follows, where and when the opening of bid proposals will be conducted by the Owner in public:

Date:  Tuesday October 15, 2019 **ADD02**
Time:  1:30 p.m. **ADD02**
Place:  Board of Education
        Hazel Park Schools
        1620 E. Elza
        Hazel Park, MI 48030

Attn:  Jason Zirnis, Assistant Superintendent of Business and Operations

Bidding Documents will be available for examination and distribution on or after September 16, 2019.

Examination may be made at the Office of the Architect, TMP ARCHITECTURE, INC., 1191 West Square Lake Road, Bloomfield Hills, Michigan 48302; or the CONSTRUCTION ASSOCIATION OF MICHIGAN, Bloomfield Hills, Michigan.

Qualified Bidders may obtain bidding documents from the Office of the Architect, consisting of one (1) set of Drawings and Specifications.

Return Bidding Documents to the Architect within ten (10) days after opening receipt of proposals. Documents are to be complete, in clean and reusable condition and free of marks or other defacement.

A sworn and notarized statement disclosing any familial relationship existing between the bidder and any member of the school board, school superintendents, or chief executive must accompany each bid. The Iran Economic Sanctions Act Compliance Form must be included as well. A board shall not accept a bid that does not include both of these statements, which are included on the proposal execution form.

Bid Proposals shall be on forms furnished by the Architect, accompanied by a satisfactory Bid Bond or Certified Check for five percent (5%) of the Base Bid Sum maximum possible proposal amount.

Bidder shall agree not to withdraw Bid Proposal for a period of sixty (60) days after date for receipt of bids.

Accepted Bidder shall be required to furnish satisfactory Performance Bond and Labor and Material Payment Bond in accordance with the Instructions to Bidders.

The right to reject any or all Bid Proposals, either in whole or in part, or to waive any informalities therein is reserved by the Owner.

**END OF SECTION**
INSTRUCTIONS TO BIDDERS

1. PROPOSALS

Sealed proposals for the work named on the title page and described in the specifications and shown by the accompanying drawings shall be delivered not later than Tuesday, October 15, 2019, 1:30 p.m. to the School Board Office. Proposals received after this time will not be considered. **ADD02**

Proposal shall be submitted in duplicate and shall be in sealed opaque envelope and hand delivered or mailed to:

Board of Education
Hazel Park Schools
1620 E. Elza
Hazel Park, MI 48030

Attention: Jason Zirnis, Assistant Superintendent of Business and Operations

and marked on the outside with the bidder's name and name of the project.

Proposal shall state price in both writing and figures, shall be signed personally by the bidder and by a partner or by a duly authorized officer for the corporation and shall give the bidder's business address.

Proposal shall be based only upon the materials, construction and equipment named or described in the contract documents. Suggested alternate proposals for work other than that specified or shown will be given consideration, but are subject to the terms and requirements of Article 13 of the GENERAL CONDITIONS included with the FORM OF AGREEMENT.

Proposals submitted by telephone, fax or email will not be accepted. Modifications of proposal sums, however, will be accepted by mail or hand delivery, provided they are received prior to the time and date indicated for receipt of proposals.

Proposal shall be for the complete work as required by the Contract Documents.

2. BIDDING DOCUMENTS

The Bidder will receive one (1) copy of Bidding Documents, consisting of Bidding Requirements, Contract Forms and Conditions, Drawings and Specifications.

Drawings and Specifications remain the property of the Architect. All copies of Drawings and Specifications received for bidding purposes shall be returned in usable condition to the Architect within ten (10) days after submission of proposal.

3. TIME OF COMPLETION

The Bidder will be required to agree, if awarded a Contract, to complete the work on or before the contract completion date stated in the Proposal Form.

4. CONTRACTS WITH SUBCONTRACTORS

All contracts made by the successful Bidder with Subcontractors shall be covered by the terms and conditions of the Contract. The successful Bidder shall see to it that his Sub-contractors are fully informed in regard to these terms and conditions.
5. **CHANGES IN THE WORK**

The Bidder shall state in the space provided in the Proposal Form the changes, expressed as a percentage of the cost, for changes in the work, when done by his own organization and when done by Subcontractors under his Contract. Fees shall include all charges for supervision, onsite superintendence, overhead and profit. Charges for taxes, social security payments and insurance shall be computed separately and shall not be subject to percentage fee.

6. **ADDITIONAL INFORMATION**

If additional information is needed by the Bidder, or if revisions in the work are to be included in the proposal, written instructions covering such items will be issued by the Architect to the Bidder, and such items shall be included in the proposal. No oral instructions or interpretations will be considered as binding on the Owner unless confirmed by an addendum.

7. **VISITING THE SITE**

Bidder shall visit the existing school building, examine and verify conditions under which their work must be conducted, before submitting proposal.

Submission of proposal implies that the Bidder has visited the existing school building and is conversant with all site conditions under which the work must be conducted.

8. **TAXES**

All proposals in original Contract work, and for all other work thereunder, shall include all applicable taxes, including social security, unemployment, and sales or use taxes, and any other taxes specifically levied on the work or on wages by local, city, state or federal government, except real property taxes on the site. Proposals shall also include all premiums, assessments and other like payments, charges and costs incidental to the work covered by the Contract Documents.

9. **OWNER’S RIGHT TO REJECT BIDS**

All proposals submitted shall remain firm for a period of sixty (60) days after the date specified or receipt of proposals.

The Owner reserves the right to reject any or all proposals submitted and to waive any informalities therein.

10. **FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT**

A sworn and notarized statement disclosing any familial relationship existing between the bidder and any member of the school board, school superintendents, or chief executive must accompany each bid. A board shall not accept a bid that does not include this statement. This statement is on the proposal execution form.

11. **IRAN ECONOMIC SANCTIONS ACT COMPLIANCE FORM**

A signed Certification of Compliance – Iran Economic Sanctions Act (Michigan Public Act No. 517 of 2012) must accompany each bid. A board shall not accept a bid that does not include this statement, which is on the proposal execution form.
12. CONTRACT SECURITY

Accepted Bidders shall be required to furnish satisfactory performance bond and labor and material payment bond, and all Bidders shall furnish evidence of ability to obtain such bonds in amounts each of one hundred percent (100%) of the accepted bid. Contractor will pay the cost of all bonds he required.

The bonds shall consist of performance bond as security for the faithful performance of the contract, and labor and material bond as security for the payment of all persons performing labor and furnishing materials in connection with the contract. Bonds and sureties shall be acceptable to the Owner.

However, nothing contained herein or in the general conditions relating to waivers and sworn statement in connection with payments shall make the Architect-Engineer or Owner liable to the surety for adequacy of waivers and sworn statements. It shall be responsibility to the surety to determine the adequacy of the waivers and sworn statements.

**END OF SECTION**