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**Controller**

**GENESEE COUNTY PURCHASING**  
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June 5, 2018

## **ADDENDUM #1**

### **IFB 17001700 Site & Building Improvements Genesee County Animal Shelter**

1. The due date and time for the above referenced RFP has been extended to Thursday, June 14, 2018 by 2:00 p.m. (EDT).
2. The due date and time for questions has been extended to Thursday, June 7, 2018 by noon (EDT).
3. The section titled 00800 – SUPPLEMENTARY CONDITIONS, PART 2 – AMENDMENTS, 2.3 ARTICLE 3 – CONTRACTOR, item D reads as follows:  
D.

Replace Section 3.18 - Indemnification with the following:

“To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with paragraph 11.3, the Contractor shall indemnify, defend, and hold harmless, the Owner, Architect, Architect’s consultants, agents and employees of any of them from and against claims, damages, penalties, losses and expenses, including but not limited to attorneys’ fees arising out of or resulting from performance of the Work or entry onto the Property, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations or indemnity which would otherwise exist as to a party or person described in the Paragraph 3.18.”

The section titled 00800 – SUPPLEMENTARY CONDITIONS, PART 2 – AMENDMENTS, 2.3 ARTICLE 3 – CONTRACTOR, item D **should read as follows:**

Replace Section 3.18 - Indemnification with the following:

“To the fullest extent permitted by law ~~and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the~~ Contractor in accordance with paragraph 11.3, the Contractor shall indemnify, defend, and hold harmless, the Owner, Architect, Architect’s consultants, agents and employees of any of them from and against claims, damages, penalties, losses and expenses, including but not limited to attorneys’ fees arising out of or resulting from performance of the Work or entry onto the Property, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or

death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations or indemnity which would otherwise exist as to a party or person described in the Paragraph 3.18.”

4. The section titled 00800 – SUPPLEMENTARY CONDITIONS, PART 2 – AMENDMENTS, 2.10 ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY  
Add item D

D. Delete the following sections:

10.3.3

11.2 in its entirety

11.3 in its entirety

5. The section titled 00800 – SUPPLEMENTARY CONDITIONS, PART 2 – AMENDMENTS, 2.10 ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

Paragraph currently reads:

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

Change paragraph 10.3.6 to read:

If without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, ~~the Owner shall indemnify the Contractor for all cost and expense there by incurred~~ the Owner shall bear the expense.

6. The section titled 002113 – INSTRUCTIONS TO BIDDERS, PART 1 – GENERAL, 1.14 SURETY, ITEM B. reads as follows:

B. Successful bidder shall be required to furnish performance, labor and material payment bonds in the amount of 100% of the Contract sum with a two (2) year maintenance bond that commences with final acceptance of project completion.

The section titled 002113 – INSTRUCTIONS TO BIDDERS, PART 1 – GENERAL, 1.14 SURETY, ITEM B. **should read as follows:**

B. Successful bidder shall be required to furnish performance, labor and material payment bonds in the amount of 100% of the Contract sum with a **three (3)** year maintenance bond that commences with final acceptance of project completion.

All references to a Warranty Bond are to be changed from two (2) years to **Three (3) years**.

7. Please include the following questions and answers, as part of the above mentioned IFB:

1. There are no Manf./Color Finishes in the drawings or Specs, please advise Manufacturer and Colors for Countertops and Sills. *Final color selections will be made following project award and product manufacturers are determined.*
2. 109 Corridor A-4.1/6 doesn't Specify material Stainless/Solid Surface or Plam – Please advise. *This counter top will be solid surface and will be included in Addendum One.*
3. 158 Euthanasia A-4.3/12 doesn't Specify material Stainless/Solid Surface or Plam – Please advise. *This counter top will be stainless steel and will be included in Addendum One.*
4. 156 Aco Intake A-4.3/3 doesn't Specify material Stainless/Solid Surface or Plam – Please advise. *This counter top will be stainless steel and will be included in Addendum One.*
5. A-5.4 please confirm there are sills only at EW1, EW2 & EW4. Seams odd there would only be sills in these 3 locations and no where else. *The following windows have solid surface sills: EW1; EW2; EW3; EW4; EW9; EW13 – Refer to details on sheet A5.6.*
6. Please publish the sign in sheet from the site visit this morning . *Sign in sheet will be published*
7. Specification Section 221319-3, 2.3 A2 and Plan Page M-8 notes the basis of design is the Zurn Z788-HPE with Z887 Catch Basin. There is no correlating product for the Z788. Could you mean the Z886 4" TD? *The Z886-4" is the correct model number . The Z788 is a typo*
8. Is oil separator is new or existing? *There is an existing concrete manhole set up as an oil interceptor. The plans show a new oil interceptor as an alternate to replace it*

**Indicate on the Signature Page item #6 and on the exterior of the envelope containing your proposal:**

**ADDENDUM #1 RECEIVED**

**ALL PROPOSALS MUST BE RECEIVED AT:  
GENESEE COUNTY PURCHASING DEPARTMENT  
1101 BEACH STREET, ROOM 361  
FLINT, MI 48502**

Cindy Carnes, Purchasing Manager  
G:/bid2/2018/18-141add1