

Project Name: Lewton - Bid Package I DemolitionProject No.: 221125-100Architect: KingscottDate: 6/13/2025Bid Package No.: IBid Due Date: 6/18/2025 @ 2:00PM

This Addendum is issued to inform the bidders of modifications in the scope of work being bid for this project.

A. Documents included in this Addendum:

- Bidding Disclosure Documents
 - i. Subcontractor Payment Bond (reissued for convenience, no change)
 - ii. Subcontractor Performance Bond (reissued for convenience, no change)
 - iii. Affidavit of Bidder
 - iv. Non-Discrimination in Employment Certification
 - v. Affidavit of Bidder – Non-Collusion
 - vi. Iran Economic Sanctions Act Certificate
 - vii. Iran Economic Sanctions Act
 - viii. Legal Status of Bidder

B. Other modifications:

- None

C. Bids are due 6/18/2025 @ 2:00PM.

- **Include in your bid the increase or decrease for all materials, labor, supervision, overhead and profit required to properly and completely execute the work described in this Addendum.**
- **Acknowledge receipt of this Addendum on the Bid Proposal Form.**

The applicable provisions of the Contract Documents shall govern all work included herein unless specifically noted otherwise.

END OF ADDENDUM NO. [#2]

SUBCONTRACTOR PAYMENT BOND

BOND NUMBER: _____

SUBCONTRACTOR:

Address: _____

SURETY: (or Sureties)

Address: _____

Phone Number: _____

Email: _____

CONTRACTOR:

Address: _____

THE CHRISTMAN COMPANY

208 N. Capitol Avenue, Lansing, MI 48933

PROJECT:

SUBCONTRACT DATE:

CONTRACT AMOUNT:

\$ _____

BOND AMOUNT:

(\$ _____)

Dollars

Contractor has entered into a Subcontract or Purchase Order (Agreement) with Subcontractor in the amount stated above (Contract Amount) for the Project for the performance of work, including warranty obligations (Work), as detailed in the Agreement. That Agreement is incorporated by reference in its entirety into this Bond.

By virtue of this Bond, Subcontractor and Surety are held and firmly bound to Contractor to pay for labor, materials, and equipment (collectively, "Improvements") furnished for use in performing the Work and agree to bind themselves and their respective heirs, administrators, executors, successors and permitted assigns, jointly and severally, firmly as follows:

1. **Payment Made** If Subcontractor promptly pays all sums due Claimants and defends, indemnifies and holds harmless Contractor from claims, demands, liens or suits by any person or entity seeking payment for Improvements furnished for use in performing the Work, then Subcontractor and Surety shall have no obligation under the Bond.
2. **Surety Obligation to Contractor** Surety's obligations to Contractor shall arise after Contractor notifies Surety and Subcontractor in writing of claims, demands, liens or suits against Contractor or the real property upon which the Project is located, by any person or entity seeking payment for Improvements. Upon such notice, Surety shall promptly, and at Surety's expense, defend, indemnify and hold Contractor harmless from such claim, demand, lien or suit.
3. **Surety Obligation to Claimant** Every Claimant who has not been paid in full before the expiration of ninety (90) days after Claimant provided or performed the last of the Work, or furnished the last of the Improvements for which the claim is made, may have a right of action on this Bond. The Surety's obligation shall not exceed the Bond Sum, as modified.
4. **Limitation of Action** Claimant shall not commence any suit or action on this Bond:
 - a. Unless Claimant, except a Claimant having a direct contract with Subcontractor, shall have given written notice of non-payment to Subcontractor, Contractor and Surety within ninety (90) days after Claimant last performed or furnished the Improvements for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom Claimant provided the Improvements. Claimant shall serve such notice to the addresses set forth in this Bond. And, after the expiration of one (1) year from the date when Claimant last performed or provided Improvements to the Project. If this provision is prohibited by law, the minimum period of limitation available to surety in the jurisdiction shall apply; and,
 - b. Other than in any court of competent jurisdiction in the location where the Project is located.
5. **Contractor Notice** Contractor's written notice to Subcontractor and Surety of Claimant's claim, served by Contractor to the addresses set forth in this Bond, shall be sufficient to satisfy Claimant's obligation in paragraph 4(a) to furnish notice. Contractor's notice in the form of email with delivery or read-receipt verification shall be sufficient written notice. Notwithstanding the foregoing, Contractor shall have no affirmative obligation to Claimant, Subcontractor or Surety to provide notice on behalf of Claimant.

SUBCONTRACTOR PAYMENT BOND

BOND NUMBER: _____

6. **Surety Response** When the conditions of paragraph 4(a) are satisfied, Surety shall promptly, and at Surety's expense, take the following actions:
 - a. Provide a written response to Claimant, with a copy to Subcontractor, within forty-five (45) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and,
 - b. Pay any undisputed amounts.
7. **Claimant** Claimant means an individual or entity having a direct contract with Subcontractor, or with a subcontractor or vendor of the Subcontractor, to provide Improvements. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located.
8. **Improvements** The intent of this Bond shall be to include, without limitation, in the terms "Improvements" and "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in performing the Work, architectural, engineering, and consulting services required for the work of the Subcontractor and the Subcontractor's subcontractors, and all other items for which a mechanic's lien may be asserted.
9. **Principal Surety** Surety is the principal surety and its obligations under this Bond shall be deemed primary to any bond procured by Contractor, with Contractor's surety being deemed a sub-surety.
10. **Changes** Surety agrees that no change, extension of time, alteration, addition, deletion, amendment, or other modification of the Agreement or the Prime Contract between Contractor and the Project owner, or both, or in the Work, specifications, drawings, whether material or otherwise, or in the manner, time or amount of payment as provided therein, and whether or not made in the manner as provided therein, shall in any way affect Surety's obligations on this Bond, except that the Bond Sum shall increase directly with any additive amendments to the Agreement. Surety hereby waives notice of any changes, extensions of time, alterations, additions, deletions, amendments, and other modifications to the Agreement.

Subcontractor and Surety cause this Bond to be duly executed and acknowledged as set forth below, on this day of _____.

SUBCONTRACTOR

Company:

SURETY

Company:

By:
Its:

By:
Its: Attorney in Fact

(Impress Corporate Seal)

SUBCONTRACTOR PERFORMANCE BOND

BOND NUMBER: _____

SUBCONTRACTOR:

Address: _____
As Principal (the Principal), and _____

SURETY: (or Sureties)

Address: _____
Phone Number: _____
Email: _____
As Surety or Co-Sureties (collectively, Surety), and _____

CONTRACTOR:

Address: _____
As Obligor (Obligor)

THE CHRISTMAN COMPANY

208 N. Capitol Avenue, Lansing, MI 48933

PROJECT:

SUBCONTRACT DATE:

CONTRACT AMOUNT:

\$ _____

BOND AMOUNT (Penal
Sum):

Dollars _____
(\$ _____)

WHEREAS, Principal has by written agreement entered into a Subcontract Agreement or Purchase Order (Agreement) with Obligor in the amount stated above (Contract Amount) for the performance of work, including warranty obligations (Work), as detailed in the Agreement, which Agreement in its entirety is by reference expressly incorporated into this Bond.

WHEREAS, the amount of this Bond (Penal Sum) is in the amount stated above.

NOW THEREFORE, Principal and Surety are held and firmly bound to Obligor for the payment of the Penal Sum and agree to bind themselves and their respective heirs, administrators, executors, successors and permitted assigns, jointly and severally, firmly as follows:

1. If Principal shall promptly and faithfully perform the Agreement within the time provided therein, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

2. Surety agrees that no change, extension of time, alteration, addition, deletion, amendment, or other modification of the Agreement or the Prime Contract between Obligor and the Project owner, or both, or in the Work, specifications, drawings, whether material or otherwise, or in the manner, time or amount of payment as provided therein, and whether or not made in the manner as provided therein, shall in any way affect Surety's obligations on this Bond, except that the Penal Sum of this Bond shall increase directly with any additive amendments to the Agreement provided the additive change(s) do not, either singly or in the aggregate, exceed 20% of the original Contract Amount. If any change singly or in the aggregate exceeds 20% of the original Contract Amount, Obligor shall obtain Surety's written consent to increase the Penal Sum. Surety hereby waives notice of any changes, extensions of time, alterations, additions, deletions, amendments, and other modifications to the Agreement.

3. Whenever Obligor has declared Principal to be in default of the Agreement, Surety shall, within twenty (20) calendar days of receipt of Obligor's declaration of default (Investigation Period), respond as follows, failure of

SUBCONTRACTOR PERFORMANCE BOND

BOND NUMBER: _____

which shall be a material breach of this Bond:

- a. Determine the amount for which Surety may be liable and tender the amount to Obligor; or,
- b. Notify Obligor that Surety has elected to complete the Work itself or through its agents or contractors in accordance with the terms and conditions of the Agreement, in a manner acceptable to Obligor, and thereafter promptly begin the Work; or,
- c. Obtain bids or offers from replacement subcontractors (Completing Subcontractor), reasonably acceptable to Obligor, to complete the Agreement in accordance with its terms and conditions, and upon determination by Surety and Obligor jointly of the lowest responsible bidder or offeror, arrange for new performance and payment bonds from the Completing Subcontractor in a form and from a surety as required by the Agreement, all of which must be completed before expiration of the Investigation Period. Upon execution of the agreement between Completing Contractor and Obligor, Surety shall pay to Obligor, within five (5) days of execution, the difference between the cost to complete the Work and the Contract Balance; or,
- d. Arrange to provide financial and/or other assistance to the Principal (Financing) to assist the Principal with timely completion of the Agreement. This option is subject to Obligor's concurrence, which concurrence may be withheld in Obligor's sole discretion.
- e. Having made an independent assessment of the facts and circumstances of Obligor's declaration of default, deny Surety's liability in whole or in part and provide a detailed explanation of the reasons for its denial, specifying amounts that are disputed and undisputed. Surety shall tender payment of any undisputed amount.

4. Surety may request an extension of up to twenty (20) calendar days (Extension Period) to respond as required by the Bond. Surety shall finance performance of the Work during the Extension Period on a schedule and in a manner acceptable to Obligor. Upon expiration of the Extension Period, Surety shall respond as outlined in paragraph 3.

5. Upon declaration that Principal is in default, Obligor shall have the right, but not the obligation, to immediately proceed to perform or correct the Work and take such other action pursuant to its rights under the Agreement to mitigate the damages caused by Principal's default (Mitigation Work). Obligor's overhead (both field and home office) and profit shall be included in the cost of the Mitigation Work at a markup of 20% to the actual labor, material, equipment, and subcontractor costs Obligor incurs. Obligor shall keep Surety reasonably informed of costs incurred for the Mitigation Work. Obligor shall be entitled to deduct the cost of the Mitigation Work from the Contract Balance. To the extent Obligor's cost of the Mitigation Work exceeds the Contract Balance, Surety shall, as the Work progresses, promptly and without deduction, reimburse Obligor for such shortage. Reimbursement by Surety shall reduce the Penal Sum by the amount of Surety's reimbursement to Obligor.

6. The term Contract Balance means the Contract Amount, as adjusted by any amendments to the Agreement issued before declaration of default, less the amount paid by Obligor to Principal or others in accordance with the Agreement, less amounts to which Obligor is entitled to a setoff under the Agreement, and less any other amounts for which the Principal or Surety is liable under the Bond or Agreement.

7. Surety shall be liable for:

- a. Principal's responsibilities for correcting defective work, warranty work, latent defects, indemnity, and completion of the Work.
- b. Legal, design professional and delay costs resulting or arising from Principal's default, or resulting or arising from the actions or failure to act of the Surety under paragraph 3 herein,

SUBCONTRACTOR PERFORMANCE BOND

BOND NUMBER: _____

and liquidated damages, or if no liquidated damages are specified in the Agreement, and actual damages caused by delayed performance or non-performance of the Principal.

c. Principal's responsibilities for damages and set-offs in accordance with the Agreement.

8. If Surety elects to act under paragraph 3, Surety's liability is limited to Penal Sum, as adjusted pursuant to paragraph 2 above. Notwithstanding the foregoing, Surety shall reimburse Obligor for Obligor's reasonable attorney fees and costs, which shall not be credited against the Penal Sum, from disputes arising from this Bond.

9. Neither Surety's payments for Work performed before Obligor's declaration of default, nor Surety's payments to Claimants as defined in any payment bond issued by Surety as a companion payment bond to this Bond, shall be credited against the Penal Sum of this Bond.

10. All Information Obligor provides to Surety, whether before or after Surety issues the Bond, is provided by Obligor voluntarily as a matter of courtesy and is merely an expression of opinion. Furnishing such information is not a guaranty or warranty of the accuracy or correctness and no responsibility or liability is assumed by Obligor as a result of providing such information to Surety. Surety shall not rely on such information in any manner and waives and releases Obligor and Obligor's surety from any such claims.

11. Surety shall not be liable to Obligor for obligations of the Principal that are unrelated to the Agreement.

12. If this Bond has been furnished to comply with a statutory requirement in the location of the Project, any provision in this Bond conflicting with the statutory requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

13. No right or action shall accrue on this Bond to or for the use of any person or corporation other than Obligor or its heirs, executors, administrators, assigns or successors.

Principal and Surety cause this Bond to be duly executed and acknowledged as set forth below, on this day of _____.

SUBCONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

By:
Its:

By:
Its: Attorney in Fact

(Impress Corporate Seal)

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of _____(the “Bidder), pursuant to the familial disclosure requirement provided in the _____(the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____and any member of the Board of Education of the School District or the Superintendent of the School District.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

AFFIDAVIT OF BIDDER

The undersigned, the owner or authorized officer of _____ (the “Bidder”), pursuant to the familial disclosure requirement provided in the _____ (the “School District”) advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of Kingscott Architects and or The Christman Company.

List any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____.

, Notary Public

_____ County, Michigan

My Commission Expires: _____

Acting in the County of: _____

NON-DISCRIMINATION IN EMPLOYMENT CERTIFICATION

**Lansing School District
Certificate of Intent to Comply with
“NON-DISCRIMINATION IN EMPLOYMENT” POLICY**

I have read Lansing School District’s Policy #3310, including paragraph #13 and hereby state my intent to comply with the terms and conditions contained therein. Further I agree to furnish the Michigan Civil Rights Commission with such data and records concerning employment as may be requested by that agency in determining compliance with the policy.

Print or type name of Contact Person:

Signed: _____

Title: _____

Company: _____

Date: _____

AFFIDAVIT OF BIDDER - NON-COLLUSION

Lansing School District
AFFIDAVIT OF BIDDER
SWORN STATEMENT
“Non-Collusion”

DATE: _____

The Bidder, by its officers and agents or representatives, present at the time of filing this bid, being duly sworn, on their oaths, say that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other Bidder, whereby such affiant or affiants or either of them has paid or is to pay to such other Bidder any sum of money, or has given, or is to give, to such other Bidder anything of value whatever, or such affiant or affiants or either of them has not, directly or indirectly, entered into any arrangement or agreement with any other Bidder or Bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

IN TESTIMONY WHEREOF, the Bidder (an authorized individual) has agrees to the above:

(Company Name)

By: _____
(Authorized Signer)

Print or type Name and Title of Signer

Address: _____

Notary Public: _____

Subscribed and sworn to before me on this _____ day of _____, 2016

County of: _____ My Commission expires: _____

Telephone number: _____

IRAN ECONOMIC SANCTIONS ACT CERTIFICATE

In accordance with the Iran Economic Sanctions Act, Michigan 2012 PA 517, effective April 1, 2013, (MCL 129.311, *et seq.*), (the "Act"), the undersigned certifies in support of its bid or proposal that it is not an Iran linked business as such is defined in the Act.

Contractor: _____

By: _____

Dated: _____

Name: _____

Title: _____

Act No. 517
Public Acts of 2012
Approved by the Governor
December 28, 2012
Filed with the Secretary of State
December 28, 2012
EFFECTIVE DATE: April 1, 2013

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2012**

Introduced by Senators Kahn, Marleau, Brandenburg, Anderson, Green and Booher

ENROLLED SENATE BILL No. 1024

AN ACT to prohibit persons who have certain economic relationships with Iran from submitting bids on requests for proposals with this state, political subdivisions of this state, and other public entities; to require bidders for certain public contracts to submit certification of eligibility with the bid; to require reports; and to provide for sanctions for false certification.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "Iran economic sanctions act".

Sec. 2. As used in this act:

- (a) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.
- (b) "Investment" means 1 or more of the following:
 - (i) A commitment or contribution of funds or property.
 - (ii) A loan or other extension of credit.
 - (iii) The entry into or renewal of a contract for goods or services.
- (c) "Investment activity" means 1 or more of the following:
 - (i) A person who has an investment of \$20,000,000.00 or more in the energy sector of Iran.
 - (ii) A financial institution that extends \$20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.
- (d) "Iran" means any agency or instrumentality of Iran.
- (e) "Iran linked business" means either of the following:
 - (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
 - (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.
- (f) "Person" means any of the following:
 - (i) An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - (ii) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c)(3) of the international financial institutional act, 22 USC 262r(c)(3).

(iii) Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(g) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.

Sec. 3. (1) Beginning April 1, 2013, an Iran linked business is not eligible to submit a bid on a request for proposal with a public entity.

(2) Beginning April 1, 2013, a public entity shall require a person that submits a bid on a request for proposal with the public entity to certify that it is not an Iran linked business.

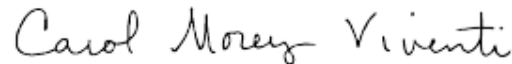
Sec. 4. If a public entity determines, using credible information available to the public, that a person has submitted a false certification under section 3(2), the public entity shall provide the person with written notice of its determination and of the intent not to enter into or renew a contract with the person. The notice shall include information on how to contest the determination and specify that the person may become eligible for a future contract with the public entity if the person ceases the activities that cause it to be an Iran linked business. The person shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If a person does not make that demonstration within 90 days after receipt of the notice, the public entity may terminate any existing contract and shall report the name of the person to the attorney general together with information supporting the determination.

Sec. 5. The attorney general may bring a civil action against any person reported under section 4. If a civil action results in a finding that the person submitted a false certification, the person is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the public entity's investigation, and reasonable attorney fees, in addition to the fine. A person who submitted a false certification shall be ineligible to bid on a request for proposal for 3 years from the date the public entity determines that the person has submitted the false certification.

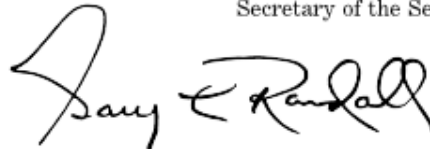
Sec. 6. The provisions of this act are effective only if Iran is a state sponsor of terror as defined under section 2 of the divestment from terror act, 2008 PA 234, MCL 129.292.

Enacting section 1. This act takes effect April 1, 2013.

This act is ordered to take immediate effect.



Secretary of the Senate



Clerk of the House of Representatives

LEGAL STATUS OF BIDDER

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER

RESPONSIBILITY MATTERS. The Vendor and/or Bidder certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offences enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; is not now or has been, within a three-year period preceding this date, been listed on the Excluded Parties List System website (EPLS).

Vendor/contractor will notify the Lansing School District Purchasing Office immediately upon becoming suspended or debarred if there is any current or ongoing contract or agreement in place between the district and the vendor/contractor.

Firm Name:

Address:

Phone &

E-mail:

Name, title and signature of individual duly authorized to execute contracts:

The Owner, Principal, or Corporate Office of the responding firm is also attesting that all the information provided within this response is true.

Name:

Title:

Signature:

**A Corporation organized and existing under the laws of the
State of _____**