

ADDENDUM NO. 2

NOTTAWASEPPI HURON BAND OF THE POTAWATOMI

CONTRACT D, 2010 LEED HOMES

August 10, 2010

Addendum No. 2 to the plans and specifications for the Nottawaseppi Huron Band of the Potawatomi Contract D, 2010 LEED Homes as prepared by Wightman & Associates, Inc. dated July 2010.

This Addendum supplements and modifies the Contract Documents relating to the above referenced project. This Addendum shall be deemed a part of the Contract Documents, and to the extent that the provisions of the other Contract Documents are in conflict herewith, this Addendum shall control.

1. Part 3, General Conditions of the Contract for Construction; Modifications to the General Conditions; 31-Disputes; Paragraph D: Replace with the following text (modifications are shown in bold):

“Any dispute arising out of or relating to the Contract Documents, including the making, breach, termination or validity thereof, which the parties cannot resolve under the information procedures described in paragraphs B. and C., shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention & Resolution Rules for Expedited Arbitration of Construction Disputes (the “Rules”), in the form in effect on the date the Contract Documents are executed. The arbitration will be conducted by a single arbitrator selected from the list of mediators from Voluntary Facilitative Mediation Program at the United States District Court for the Western District of Michigan. If the parties are unable to agree on an arbitrator, an arbitrator will be designated by the ADR Administrator for the United States District Court for the Western District of Michigan. The arbitration shall be governed by MCL 600.5001 and the Nottawaseppi Huron Band of the Potawatomi Arbitration Ordinance, adopted January 19, 2008, and judgment upon the award rendered by the arbitrator may be entered by the Tribal Court of the **Nottawaseppi Huron Band of the Potawatomi**. The place of the arbitration shall be the Pine Creek Indian Reservation, or such other location as the parties may mutually agree. In the event of any conflict between the terms of this **Section 31** and the Rules, the terms of this Section shall control.”

2. Part 5, Project Specifications; Section 01811 “Facility Performance Requirements”; 1.5 Programmatic Requirements; Section D. Paragraph 1: Replace the sentence which reads, “For every 500 square feet of disturbed lot one of the following must be provided.” With the following, “Provide the following at each lot.”

(Clarification) The quantities listed are estimates based upon the approximate area of disturbed lot at each home site. The actual quantities are dependent upon the configuration of the home, driveway, and specific lot dimensions. The final, approved landscape plans will be adjusted as required to satisfy the LEED Credit for each individual home site.

3. Part 6, Contract; AIA Document A141, Article 6.3.1 Arbitration; Revise to read as follows:

“If Arbitration is selected by the parties as the method of binding dispute resolution, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration as provided in **Section 31 of the General Conditions.**”

4. The Contractor shall post the attached Whistleblower poster at the jobsite.

The CONTRACTOR hereby acknowledges receipt of this Addendum No. 2 and shall include a signed copy with his bid.

Contractor: _____

By: _____

Title: _____

Date: _____

Know Your Rights Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009 ¹ provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse of Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representatives.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

¹ [Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5](#)