



A D D E N D U M

Project No.: 2301111

Project: New Castle HS Restroom Renovation

Addendum No: 4

Date: 04-17-2024

TO: ALL BIDDERS OF RECORD

ADDENDUM NO. 4, to Drawings and Specifications dated 03-13-2024, for the New Castle HS Restroom Renovation for New Castle Community Schools; as prepared by ELEVATUS Architecture, 111 E. Wayne Street, Suite 555, Fort Wayne, IN 46802

This ADDENDUM shall hereby be and become a part of the Contract Documents the same as if originally bound thereto.

The following clarifications, amendments, additions, revisions, changes, and modifications change the original Contract Documents only in the amount and to the extent hereinafter specified and set forth in this ADDENDUM.

Each Bidder shall acknowledge receipt of this ADDENDUM on the Bid Form.

PROJECT MANUAL:

ITEM NO. 1.01 - PROJECT MANUAL, 00 01 10, Table of Contents

- A. Re-issue specification section in its entirety to included specifications changed below.

ITEM NO. 1.02 - PROJECT MANUAL, 00 73 00, Supplementary Conditions

- A. Re-issue specification section in its entirety with changes below.
- a. Remove paragraph 3.5.4 in its entirety.
 - b. Revise paragraph 9.8.7 to read "...liquidated damages of \$1000 per calendar day..."
 - c. Revise paragraph 9.8.8 to add (for Career Academy Restroom only)
 - d. Revise paragraph 9.8.9 to add (for Career Academy Restroom only)
 - e. Add paragraph 9.8.10 in its entirety.
 - f. Add paragraph 9.8.11 in its entirety.

ITEM NO. 1.03 – MEP Addendum

- A. Refer to supporting documents for MEP Addendum

Submitted By:

Samuel R. Schaust, AIA

ELEVATUS
ARCHITECTURE

cc: ☐ File: G:\002023\2301111 NCCSC HS Restroom Renovations\0800 Bidding\0810 Addenda\Addendum #04\2024-04-17_New Castle HS Restroom Reno_Addendum #4.docx
☐ Owner:
☐ Contractor:
☐ Consultant:
☐ Consultant:

ADDENDUM #4

New Castle CSC High School Restroom Renovation

New Castle Community School Corporation

Loftus Engineering, Inc.
LEI Project No. 2023-039

April 16, 2024

The following changes and clarifications shall be incorporated into the Contract Documents for the above-referenced project.

CONTRACTOR QUESTIONS

1. Question: How are the smoke and vapor detectors in the toilet stalls supposed to function? Do they connect to the fire alarm system or are they some stand-alone system that is already in place?
Answer: Smoke detectors are fire alarm system initiating devices connected to the building fire alarm systems. Vapor detectors are box rough-in for future devices only. See revised Drawings E-201, E-202 and E-203 reissued with this addendum.
2. Question: Are the cameras and camera wiring provided by the owner's vendor?
Answer: The camera locations are box rough-in only; cameras and associated cabling will be provided under a separate contract.

DRAWINGS

1. E-201 – GROUND FLOOR POWER & SYSTEMS PLANS:
 - a. Revise Systems Plan Note #2 to clarify security camera scope of work as indicated on attached revised Drawing E-201.
 - b. Add Systems Plan Note #3 to clarify vapor detector scope of work as indicated on attached revised Drawing E-201.
2. E-202 – FIRST FLOOR POWER & SYSTEMS PLANS:
 - a. Revise Systems Plan Note #2 to clarify security camera scope of work as indicated on attached revised Drawing E-201.
 - b. Add Systems Plan Note #3 to clarify vapor detector scope of work as indicated on attached revised Drawing E-201.
3. E-203 – SECOND FLOOR POWER & SYSTEMS PLANS:
 - a. Revise Systems Plan Note #2 to clarify security camera scope of work as indicated on attached revised Drawing E-201.
 - b. Add Systems Plan Note #3 to clarify vapor detector scope of work as indicated on attached revised Drawing E-201.

ATTACHMENTS

E-201 – GROUND FLOOR POWER & SYSTEMS PLANS:

E-202 – FIRST FLOOR POWER & SYSTEMS PLANS:

E-203 – SECOND FLOOR POWER & SYSTEMS PLANS:

END – ADDENDUM #4

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SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201-2017 edition. Where an Article of the General Conditions is modified or a Paragraph, Subparagraph, or a Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 Add the following sentence of this Subparagraph to read as follows:

The Contract Documents will also include Lien Waiver, Partial Waiver, Notice to Bidders, Instructions to Bidders, Addenda and its attachments, and any other documents specifically agreed by the parties to be included in the Contract Documents. Bonds as covered in the Instructions to Bidders shall be considered a part of the Contract Documents.

1.1.3 (Add the following sentence to the end of the Subparagraph) "...The Contractor acknowledges and agrees that the Contract Documents are sufficient to provide for the completion of the Work and include Work, whether or not shown or described, which reasonably may be inferred to be required or useful for the completion of the Work in accordance with applicable laws, codes, and customary standards of the construction industry."

1.1.9 (Add the following) MISCELLANEOUS DEFINITIONS

- .1 The term "product" as used herein includes materials, systems, and equipment.**
- .2 The term "supplier" as used herein, includes a firm or organization furnishing or delivering products directly to the jobsite, and because of such direct delivery, could be construed under the lien laws of the State in which the work is being performed as having lien rights against the funds due the Contractor. Suppliers of material and equipment, delivering to Contractor or Subcontractor on an open account basis and not having lien rights on the Work, will not be considered suppliers within the meaning of the Contract Documents.**
- .3 A bidder selected to enter into a Contract with the Owner for Work included under the bidder's proposal is termed an "Awardee," until such time as he is awarded a Contract and becomes the Contractor.**
- .4 Where "complete" is used, it shall mean "complete with connections, supports, attachments and incidental items necessary for a finished and properly operating assembly or installation."**
- .5 Where "drawing" is used, it shall mean plans and detail drawings, both large and small scale, furnished by the Architect and Engineer for the purpose of showing the Work to be done.**
- .6 The term "furnish" - to supply (only) to another party for their use of installation, including cost of delivery and unloading at the jobsite.**
- .7 The term "install" - to distribute, uncrate, assemble, and fix into the intended final positions, the installer to provide all miscellaneous hardware and supplies required to anchor and support securely, clean-up, and dispose of rubbish.**
- .8 The term "connect" - to bring service(s) to point of installation and make final connections to the service(s) to the installed equipment, and to provide miscellaneous auxiliary appurtenances necessary to make operable for its intended use.**
- .9 The term "provide" - to furnish, install, and connect complete.**
- .10 The term "or equal" means an equal approved in writing by the Architect at least 10 days prior to**

bid receipt, and listed in an Addendum.

- .11 The term "Contractor" refers to the Prime Contractor that has the direct contract with the Owner. Any person providing work on the Project other than the Prime Contractor is a "Subcontractor."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 (Add) "If there should be a conflict between two or more of the Contract Documents, the following order of interpretation shall apply:

- .1 The terms and conditions as set forth in the Bidding Requirements, including legal advertisement thereof, shall have full force and effect until such time as the Standard Form of Agreement between Owner and Contractor is executed between the Owner and the Awardee.
- .2 Where there is a conflict between the Bidding Requirements and the Contract Documents, the Contract Documents shall govern.
- .3 Where requirements specifically set forth in AIA A101, 2007 ed., Standard Form of Agreement Between Owner and Contractor are in conflict, AIA A201, 2007 ed., General Conditions of the Contract for Construction shall govern.
- .4 Where there is conflict between the requirements of the General Conditions of the Contract and the Supplementary Conditions, the requirements of the Supplementary Conditions shall govern, except where the requirements set forth in the Supplementary Conditions are contrary to law, in which case the legal requirements shall govern. The General Conditions of the Contract shall take precedence over other Contract Documents.
- .5 Where there is conflict between the Drawings and Specifications and conflict within the Drawings or within the Specifications, the conflict, where applicable, shall be resolved by providing better quality or greater quantity as provided in the Supplementary Conditions, Clause 3.2.4.

1.2.5 (Add) "It is the intent of the Contract Documents to accomplish a complete and first-grade installation in which there shall be installed new products of the latest and best design and manufacturer, and workmanship shall be thoroughly first class, executed by competent and experienced workmen.

- .1 Details of preparation, construction, installation, and finishing encompassed by the Contract Documents shall conform to the best practices of the respective trades, and that workmanship, construction methods, shall be of first class quality so as to accomplish a neat and first class finished job.
- .2 Where specific recognized standards are mentioned in the Specifications, it shall be interpreted that such requirements shall be complied with.
- .3 The intent of the Contract Documents is to include all labor, equipment, and materials necessary for the proper and timely execution and completion of the Work, even though such labor, equipment, materials are not expressly included in the Contract Documents.
- .4 The Contract Documents are complimentary, and what is required by one will be as binding as if required by all.
- .5 The Contractor will be required to perform all parts of the Work, regardless of whether the parts of the Work are described in Sections of the Contract Documents applicable to other trades."

ARTICLE 2: OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.2 (Add the following to the first sentence) "...including those charges and costs related to zoning changes, environmental impact statements, and similar requirements related to use of the site."

- 2.2.3 (Replace with the following) "The Owner shall not be responsible for furnishing surveys (unless required for the execution of the Work and requested by the Contractor in writing) or other information as to the physical characteristics of, legal limitations of, or utility locations for the Project site, but as necessary for the Work, shall furnish or cause to be furnished to the Contractor a legal description of the project site, which shall not constitute one of the Contract Documents. The Contractor shall confirm the location of each utility; shall relocate or dispose of each on-site utility and shall cap each utility as required by the Work or the Specifications. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of the site utilities or existing structures prior to the opening of its bid."

2.3 OWNER'S RIGHT TO STOP THE WORK

- 2.3.1 (Add the following text to the end of the Subparagraph) "This right shall be in addition to, and not in limitation of, the Owner's rights under Paragraph 13.4."

PART 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.2.5 (Add) "Where there is a conflict in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more expensive way of doing the Work and the larger quantity required. Only changes or interpretations covered by Addenda or written from the Architect will be permitted during construction of the Work. The Contractor shall perform no portion of the Work at any time without Contract Documents or where required, received Shop Drawings, Product Data, or Samples for such portion of the Work."
- 3.2.6 (Add) "Before ordering material or performing any Work, the contractor shall verify all measurements at the Project site. Any differences between dimensions on the Drawings and actual measurements shall be brought to the Architect's attention for consideration before the Work proceeds. Where actual measurements require more material and work than the Drawings call for, such material and Work shall be supplied at the cost of the Contractor. No extra compensation will be allowed because of difference between actual measurements and dimensions indicated on the Drawings. The Contractor shall assume full responsibility for accuracy of measurements obtained at the work site."
- 3.2.7 (Add) "Mechanical and Electrical Drawings are diagrammatic only. Actual work involved shall be installed from received Shop Drawings with all measurements obtained at the Project Site by the Contractor."
- 3.2.8 (Add) "Dimensions which are lacking from the Drawings shall be obtained from the Architect or field verified. In no case will the Contractor assume that the Drawings are scaled."

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1 (Add last sentence) "Additional provisions pertaining to coordination are included in Division 1, General Requirements."

3.5 WARRANTY

- 3.5.1 (Add) "In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:
- .1 The Owner will have good title to the Work and materials and equipment incorporated into the Work will be new.
 - .2 The Work and materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials.
 - .3 The Work and equipment incorporated into the Work will be fit for the purpose for which they are

- intended.
- .4 The Work and materials and equipment incorporated into the Work will be merchantable.
- .5 The Work and materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.
- 3.5.2 (Add) "The Contractor shall, upon completion of the Work, assign to the Owner all warranties obtained or obtainable by, the Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to the Owner.
- 3.5.3 (Add) "For a period of one year from the date of final completion and acceptance of the Work by the Owner, as evidenced by the date of the Substantial Completion, the Contractor warrants to the Owner all movable windows, apparatus, machinery, mechanical and electrical equipment. For the same period, the Contractor warrants to Owner to make good, at his own expense, any defects, shrinkages, warpages or other faults in Work required under this Contract arising out of defective materials or workmanship, ordinary wear and tear excepted."
- ~~3.5.4 (Add) "As part of the above warranty, it is expressly understood and agreed that the Contractor warrants that the Contractor's portion of the Work shall be waterproof and weatherproof in every respect for a period of two (2) years from the Date of Substantial Completion."~~
- 3.5.5 (Add) "The Contractor warrants and represents to the Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work, and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform said construction work and complete same to the entire satisfaction of the Owner and Architect."
- 3.5.6 (Add) "In addition to all of Contractor's warranties and obligations to correct defective Work provided by law or as set forth in any of the Contract Documents, the Contractor agrees, upon notice from Owner or Architect, immediately to repair, restore, correct and cure, at Contractor's expense, all defects and omissions in workmanship and materials and all failures to comply with the Contract Documents which appear within one (1) year from the Date of Substantial Completion. Contractor shall pay for, and if requested, correct, repair, restore and cure any damage or injury, whenever the same shall occur or appear, resulting from any defects, omissions or failure in workmanship and materials, and indemnify, hold harmless, and defend Owner against any and all claims, losses, costs, damages and expenses, including attorney's fees, suffered by Owner as a result of such damage or injury, whenever such damage or injury shall occur or appear."
- 3.5.7 (Add) "The foregoing guarantees and warranties shall not shorten any longer warranty or liability period provided for by law or in the plans, drawings or specifications or otherwise received from Contractor or any subcontractor, material supplier or manufacturer of Contractor nor supersede the terms of any liability for defective Work, but shall be in addition thereto, and shall be in addition to all manufacturer's and factory warranties."
- 3.5.8 (Add) "All guarantees or warranties upon any Work, labor, materials, or equipment by any subcontractor or material supplier of Contractor shall be deemed made by Contractor to Owner. All guarantees and warranties shall survive Owner's final acceptance of the Project. Neither the acceptance of any of the Work by Owner, in whole or in part, nor any payment, either partial or final, by Owner to Contractor, shall constitute a waiver by Owner of any claims against Contractor for defects in the Work, whether latent or apparent, and no such payment or acceptance of the Work by Owner shall release or discharge Contractor or Contractor's surety from any such claims for breach of such warranties."
- 3.6 TAXES
- 3.6.1 Owner is exempt from local, state, and federal taxes and shall not be responsible for any taxes levied on the Contractor. Refer to Section 01 11 00 for additional requirements relating to taxes
- 3.9 SUPERINTENDENT
- 3.9.1 (Add the following sentence) "The Superintendent shall be satisfactory to the Architect and the Owner, and the Architect and Owner shall have the right to require the Contractor to remove a Superintendent and replace with a Superintendent who is satisfactory to the Architect and Owner. The Contractor shall not replace the Superintendent without the consent of the Architect and Owner, except with another Superintendent who is satisfactory to the Architect and Owner."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete this Paragraph in its entirety. Refer to Section 01 33 00 - Submittals, for provisions on this subject. References to Paragraph 3.12 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

3.13 USE OF SITE

Delete this Paragraph in its entirety. Refer to Section 01 33 00 01300 - Submittals, for provisions on this subject. References to Paragraph 3.13 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

3.19 (Add the following) NON-INTERFERENCE

- 3.19.1 (Add) The Contractor shall perform Work so as not to interfere with the Owner's ongoing activities and so as not to create any hazards to the Owner's employees or members of the public using the Owner's property.

ARTICLE 4: ARCHITECT

4.1 GENERAL

- 4.1.1 (Add) "...The term "Architect," "Architect/Engineer," or "Engineer" as used herein means the Architect or his authorized representative."

4.2 ADMINISTRATION OF THE CONTRACT

- 4.2.4 Delete the last sentence in its entirety.

- 4.2.7 Delete this Subparagraph in its entirety. Refer to Specification Section 01 33 00 - Submittals, for provisions on the subject. References to subparagraph 4.2.7 elsewhere in the Contract Documents shall read as referring to that Section in the Specifications.

- 4.2.11 (Add to the end of the first sentence) "...referring specifically to this Subparagraph 4.2.11."

ARTICLE 5: SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 (Delete the first sentence of this Subparagraph and substitute the following) "The Contractor shall furnish to the Architect in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work, in accordance with the requirements under Specification Section 01300, Submittals, in a form acceptable to the Architect, for review by the Owner and the Architect.
- 5.2.4 (Add the following sentence at the end of this Subparagraph) "...The Owner may require the Contractor to change a Subcontractor or Sub-subcontractor previously approved, and, if at such time the Contractor is not in default under this Agreement, the Contract sum shall be increased or decreased by the difference in the cost resulting from the change."

5.3 SUBCONTRACTUAL RELATIONS

- 5.3.1 (Add) ... "Notwithstanding the provisions of Subparagraph 5.3.1, any part of the Work performed for the Contractor by a Subcontractor or its Sub-subcontractor shall be pursuant to a written Subcontract between the Contractor and such Subcontractor (or the Subcontractor and its Sub-subcontractor at any tier). Architect will assume no responsibility for reviewing, monitoring, or verifying activities or relationships

involving a Subcontractor or its Sub-subcontractor."

- 5.3.2 (Add) "The Contractor shall not enter into a subcontract, contract agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of portions of the materials, services, equipment or Work with a party of entity if such party to entity is an Affiliated Entity (as defined below), unless such Arrangement has been approved by the Owner of such affiliation relationship and details relating to the proposed Arrangement. The term "Affiliated Entity" means an entity related to or affiliated with the Contractor or with respect to which the Contractor has direct or indirect ownership or control, including, without limitation, an entity owned in whole or part by the Contractor.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

- 6.1.5 (Add) "Refer to Specification Section 01010 - Summary of the Work, for provisions concerning the administrative responsibilities of the Prime Contractor."

6.2 MUTUAL RESPONSIBILITY

- 6.2.4 Delete the word ... "wrongfully" ... in this Subparagraph.

- 6.2.6 (Add) "If any such other Contractor initiates legal or other proceedings against the Owner on account of damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, by counsel reasonably acceptable to the Owner, and if judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor."

ARTICLE 7: CHANGES IN THE WORK

7.2 CHANGE ORDERS

- 7.2.2 (Replace with the following) "Methods used in determining adjustments to the Contract Sum shall be those listed in Subparagraph 7.3.3."

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.3 (Delete Clause .4 from Subparagraph 7.3.3 and add the following Clauses)

7.3.3.4 An itemized cost breakdown for each change required as provided in Subparagraph 7.3.7.

7.3.3.5 (Add) "The cost of the Contractors overhead and profit on any Change Order shall be:

- .1 For extra Work completed by the Contractor with his own labor, 10 percent (10%) shall be added as the allowance for overhead and profit.
- .2 For extra Work completed by Subcontractors of the Contractor, 5 percent (5%) shall be added as the allowance for overhead and profit.
- .3 For Work deleted which would have been completed by Subcontractors of the Contractor, 10 percent (10%) shall be credited to the Owner as the allowance for overhead and profit.
- .4 For Work deleted which would have been completed by Subcontractors of the Contractor, 5 percent (5%) shall be credited to the Owner by the Contractor as the allowance for overhead and profit."

- 7.3.7 (Change the last phrase in the first sentence) "...an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount." ... to read ... "a fixed percentage fee as provided in Clause 7.3.3.5 for profit and overhead."

- 7.3.8 (Revise the last sentence of Subparagraph 7.3.8 to read as follows) ... "When both additions and deletions

are involved in any one change, the allowance for overhead and profit shall be figured on the basis of net increase or decrease, if any."

- 7.3.10 (Add the following sentence at the end of the subparagraph) "When either the Owner or the Contractor disagree with the determination made by the Architect concerning adjustments in the Contract Sum and Contract Time, such disagreement shall be resolved in the manner set forth in Article 15 Claims and Disputes."
- 7.3.11 (Add) "In order to facilitate checking of quotations for extras or credits, proposals, (except those so minor that their propriety can be seen by inspection), shall be accompanied by a complete itemization of costs including labor, materials, and Subcontractors. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization. The Contractor shall submit same to the Architect within 14 days after receipt of proposal request."

ARTICLE 8: TIME

8.1 DEFINITIONS

- 8.1.2 (Delete and replace with the following) "The date of commencement of the Work is the effective date established in the Agreement or the date established in the Notice to Proceed given by the Owner or Architect."

8.3 DELAYS AND EXTENSION OF TIME

- 8.3.1 (Delete and replace with the following) "If the Contractor is delayed at any time in its progress of the Work by one of the delays for which an extension of time is permitted and gives the Architect written notice specifically describing the delay within 48 hours of its commencement, the date for the Substantial Completion of the Work will be extended by Change Order for such reasonable time as the Architect may determine. The failure to give such notice will constitute an irrevocable waiver of the contractor's right to seek an extension of the time for completion will be delays caused by the i) Architect, or the Owner, ii) physical damage to the Project over which the Contractor has no control, iii) labor disputes beyond the control of the Contractor, and iv) unusually severe weather conditions not reasonably anticipated (temperature, rain, or other precipitation within a range of twenty percent (20%) of normal amounts for the time of the year covered by the Agreement shall not be considered unusually severe weather conditions). Extensions of time will only be granted pursuant to the procedures for Change Orders set forth in the General Conditions. The Contractor agrees not to make claims for compensation for delays or acceleration in the performance of the Work resulting from acts or failure to act by the Owner, the Architect, or the employees, agents, or representatives of the Owner, or the Architect and agrees that such claim shall be fully compensated by an extension of time to complete the Work, regardless of when granted."
- 8.3.4 (Add) "If in the opinion of the Architect the Work is behind where it is supposed to be in the Project Time Schedule or it is likely that the Work will not be substantially complete by the applicable date for Substantial Completion, the Contractor upon written notice from the Architect and without additional cost or compensation will increase its work force and, if requested by the Architect, work such overtime to make up for the delay. Should the Contractor fail to increase its work force, work overtime, or proceed to make up for the delay to the satisfaction of the Architect or the Owner, the Architect or the Owner, in addition to other remedies under this Agreement and other Contract Documents, will have the right to cause other Contractors to work overtime and to take whatever other action is deemed necessary to avoid delay in the Substantial Completion of the Work and of the Project, and the cost and expense of such overtime and other action will be borne by the Contractor and may be set off against sums due the Contractor."

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Delete this Paragraph in its entirety. Refer to Specification Section 01 33 00 01300 - Submittals, for provisions on this subject. References to Paragraph 9.2 elsewhere in the Contract Documents shall read as

referring to that Section in the Specifications.

9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Delete this Subparagraph, Clauses 9.3.1.1 and 9.3.1.2, and substitute the following) "Applications for payment shall be made at approximately 30 day intervals in accordance with the dates established in the Standard Form of Agreement Between Owner and Contractor. At least 15 days before each progress payments falls due, the Contractor shall submit to the Architect, in quintuplet, an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner, or the Architect may require. The form of Application for Payment shall be AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 - Continuation Sheet. No other forms of Application for Payment will be acceptable. Continuation Sheet G703 shall be prepared the same as in the Schedule of Values submitted by the Contractor. Contractor's payment will be made within thirty (30) days after the Contractor's payment application is approved by the Architect. The Contractor will only be paid as described in the Owner-Contractor Agreement.
- 9.3.1.1 (Add) "Contractor shall submit with each monthly Application for Payment, 1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous Application, was submitted and the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, and 2) release or waivers of liens arising out of the Contract from each Subcontractor, materialmen, supplier, and laborer of the Contractor in the form of Partial Lien Waiver provided with the Contract Documents or such other form as may be approved by the Architect and Owner, and 3) City of _____ Claims Form available from the city Clerk's office located in _____.
- 9.3.2 (To this Subparagraph, add the following) "Payment to Contractor for materials stored off site is discouraged. Where circumstances indicate that the Owner's best interest is served by off-site storage, the Contractor shall make written request to the Architect for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:
- .1 A list of the fabricated materials consigned to the project (which shall be clearly identified), giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.
 - .2 Certification that items have been tagged for delivery to the project and that they will not be used for another purpose.
 - .3 A letter from the Bonding Company indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party or their responsibility to complete the facility.
 - .4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.
 - .5 Costs incurred by the Architect to inspect material in off-site storage shall be paid by the Contractor.
 - .6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage
- 9.3.3 (Replace with the following) "The Contractor warrants the title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment and is free and clear of all liens and encumbrances. The Contractor will indemnify the Owner and the Owner's property from any liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors or their Sub-subcontractors, regardless of tier, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, equipment, services or supplies relating to the Work, and from all cost and expenses, including attorneys' and consultants' fees incurred by the Owner in evaluating or defending against such liens, claims, security interests or encumbrances.
- 9.3.4 (Add) "Partial payments to the Contractor for labor performed under either a unit or lump sum price Contract shall be made at the rate of 90 percent (90%) of the Contract Sum.

- .1 When the payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of the Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, the Contractor will be required to replace them at its own expense, if not covered by builder's risk policy.
 - .2 At the time the Work is fifty percent (50%) complete, the Contractor may request that no further retainage be withheld from future progress payments. If such request is approved by the Owner, and if the manner of completion and the Work and its progress are and remain satisfactory to the Architect, and in the absence of good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety (use AIA G707A), authorize any remaining partial payments to be paid in full."
- 9.3.5 (Add) "Partial or full payment to the Contractor(s) for material, equipment, or work in place shall not start the warranty period, refer to Division 1, Specification Section 01 60 00."
- 9.3.6 (Add) "An escrow amount shall be established in a financial institution, and an escrow agent, selected by Owner at time Contracts are executed. The establishing of an operation of the escrow account shall be in compliance with the requirements of Indiana Code 36-1-12-14.
- .1 The escrow agent shall promptly invest escrowed principal in such obligations as shall be selected by the escrow agent in its discretion.
 - .2 The escrow agent shall hold the escrowed principal and income until receipt of notice from the Owner and the Contractor, or the Contractor and Subcontractor, specifying the portion or portions of the escrowed principal to be released from the escrow and to whom such portion or portions are to be released. Upon receipt of such notice the escrow agent shall promptly remit the designated portion of escrowed principal and the same proportion of then escrowed income.
 - .3 The escrow agent shall be compensated for its services as the parties may agree in an amount not to exceed 50 percent of the escrowed income of the escrow amount.
 - .4 See paragraph 9.10.3 for provisions of retainage in escrow and final payment.
- 9.4 CERTIFICATES FOR PAYMENT
- 9.4.1 (Change text) ... "seven days" ... to read ... "fifteen days".
- 9.5 DECISIONS TO WITHHOLD CERTIFICATION
- 9.5.1 (Delete Clauses .1 through .7 and replace with the following)
- .1 The Contractor is in default of the performance of any of its obligations under the Contract Documents, including, but not limited to: failure to provide sufficient skilled workers; work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Project Time Schedule; or failure to follow the directions of or instructions from the Architect or Owner.
 - .2 The Contractor is in default of the performance of any of its obligations under another Contract, which it has with the Owner.
 - .3 The filing of the third party claims or reasonable evidence that third party claims have been or will be filed.
 - .4 The Work has not proceeded to the extent set forth in the Application for Payment.
 - .5 Representations made by the Contractor are untrue.
 - .6 The failure of the Contractor to make payments to its Subcontractors, materialmen, or laborers.
 - .7 Damage to the Owner's property or the property of another Contractor or person.

- .8 The determination by the Architect that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum.
- .9 Liens filed or reasonable evidence indicating the probable filing of such liens with respect to the Project."
- 9.5.4 (Add) "Contractor's application for a payment shall reflect an equal percentage amount (within 2-3 percent) for labor and materials for Work completed. The Architect may adjust applications where labor exceeds materials or where materials exceed labor quantities in the Work completed columns."
- 9.5.5 (Add) "If the Contractor disputes a determination by the Architect with regard to Certificate of Payment, and during any related dispute resolution, litigation, or other proceeding, the Contractor nevertheless shall continue to execute the Work as described in the Contract Documents."
- 9.7 FAILURE OF PAYMENT
- 9.7 (Change text) Each time "seven" appears in this Subparagraph, replace with "fourteen".
- 9.8 SUBSTANTIAL COMPLETION
- 9.8.1 (After ... "Contract Documents" ... insert the following) "...and when all required occupancy permits, if any, have been issued..."
- 9.8.2 (Add the following at the end of this Subparagraph) "...The time fixed by the Architect for the completion of all items on the list accompanying the Certificate of Substantial Completion shall not be greater than 14 days. The Contractor shall complete items on the list within such 14 day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or others and the cost thereof shall be charged against the Contractor. If more than one inspection by the Architect for the purpose of evaluating corrected work is required by the subject list of items to be completed or corrected, it will be performed at the Contractor's expense.
- .1 At the time the Architect commences the Substantial Completion Inspection, if the Architect discovers excessive additional items requiring completion or correction, the Architect may decline to continue the inspection, instructing the Contractor as to the general classification of deficiencies which must be corrected before the Architect will resume the Substantial Completion Inspection. If the Contractor fails to pursue the Work so as to make it ready for Substantial Completion Inspection in a timely fashion, the Architect shall, after notifying the Contractor, conduct inspections and develop a list of items to be completed or corrected. This list of items shall be furnished to the Contractor who shall proceed to correct such items within 7 days. The Architect will conduct additional inspections. The Architect will involve the Owner for 1) The cost of inspections between the termination of the initial Substantial Completion Inspection and the commencement of the satisfactory Substantial Completion Inspection, 2) The cost of inspection or review after the 7 day period established for the completion of the list by the Contractor. The Contractor shall reimburse the Owner for such cost, and the Owner may offset the amounts payable to the Architect for such services from the amounts due the Contractor under the Contract Documents."
- 9.8.6 (Add) "The Contractor shall fully complete all Work under its Contract within fourteen (14) days of receiving a Certificate of Substantial Completion with attached list of items required to be completed or corrected. Failure to do so may serve as cause for the Owner to declare the Contractor in default and terminate the Contractor pursuant to Paragraph 14.2 of these Supplementary General Conditions."
- 9.8.7 (Add) "If Final Completion is not achieved within the allowable contract time, the contractor is subject to liquidated damages of ~~\$2000~~ \$1000 per calendar day past the stated Final Completion date, excluding federally or state recognized holidays."
- 9.8.8 (Add) Substantial Completion Date: 7/14/2024 (for Career Academy Restroom only)
- 9.8.9 (Add) Final Completion Date: 7/28/2024 (for Career Academy Restroom only)

9.8.10 (Add) Substantial Completion Date: 7/14/2025 (for remainder of project)

9.8.11 (Add) Final Completion Date: 7/28/2025 (for remainder of project)

9.9 PARTIAL OCCUPANCY OR USE

9.9.4 (Add) "Agreements as to the acceptance of the Work not complying with the requirements of the Contract Documents shall be in writing."

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.2 (Add the following to the end of this Subparagraph) "...The Contractor shall furnish such evidence as may be necessary to show that any out-of-state subcontractor or supplier has fully met the requirements of payment of taxes as established in any law of the State or local subdivision thereof which may be in effect at the time of final payment. The Owner will require the submission of such proof or evidence before final payment will be approved or made. The following must be submitted to the Architect before approval of final payment:

- .1 Affidavit of payment as required under this Paragraph shall be in the form of AIA Document G706 - Contractor's Affidavit of Payment of Debt and Claims.
- .2 Release of liens as required under this Paragraph shall be in the form of AIA Documents G706A - Contractor's Affidavit of Release of Liens, or as may otherwise be reasonably requested or required to comply with Indiana law.
- .3 Consent of Surety as required under this Paragraph shall be in the form of AIA Document G707 - Consent of Surety Company to Final Payment.
- .4 Submit releases and final unconditional waivers of lien from major subcontractor and supplier.
- .5 Submit certification stating that no materials containing asbestos were incorporated into the Work."
- .6 Submit certification that all punch list items have been completed."

9.10.3 (Add the following to the end of this Subparagraph) "...Final Payment, constituting the unpaid balance of the Contract Sum, shall be paid to the Contractor in full, including retainage or escrowed principal and escrowed income by the escrow agent, no less than 61 days following the date of Substantial Completion. If at that time there are remaining uncompleted items, an amount equal to 200 percent of the value of each item as determined by the Architect shall be withheld until said items are completed, and a Final Certificate of Payment issued by the Architect."

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.2 (Add) "In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which results in exposure after the use of any permissible personal protective equipment that exceeds limits established by the Governmental agencies having jurisdiction over exposure to asbestos or PCB, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing. Thereafter, the Contractor shall not resume Work until such time testing of the affected area by a qualified consultant hired by the owner confirms that exposure after the use of any permissible personal protective equipment is within permissible limits.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 After "take" in line 1 of this subparagraph add "all".

10.4 EMERGENCIES

- 10.4.1 (Add) "Nothing in this paragraph shall be construed as relieving the Contractor from the cost and responsibility for emergencies covered hereby, which with normal diligence, planning, and the close supervision of the Work as required under the Contract, could have been foreseen or prevented. The General Contractor shall provide the Owner and Architect a list of names and telephone numbers of the designated employees for each Subcontractor to be contacted in case of emergency during non-working hours. A copy of the list will also be displayed on the jobsite."

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 (First line following the word "maintain", modify as follows): "... in a company or companies with ratings of no less than A- as determined by A.M. Best Company licensed to do business in the jurisdiction in which the project is located and to which the Owner has no reasonable objection ..."

- 11.1.2 (Add the following Clauses) "The Contractor's Insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

- .1 Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability: Statutory
- .2 Commercial General Liability Insurance, including Contractual Liability Insurance against the liability assumed hereinabove, and including Contractors' Protective Liability Insurance if the Contractor sublets to another all or any portion of the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of \$5,000,000.00.
- .3 Comprehensive Automobile Liability Insurance covering any auto used in connection with the Work, with the following minimum limits:

Bodily injury (including death) and property damage with a combined single limit of \$5,000,000.00.

"Each of the foregoing minimum limits will be reduced to \$1,000,000.00 where contract sum initially is less than \$500,000.00. The Contractor shall maintain the foregoing coverage for not less than one (1) year after the Date of Substantial Completion. The foregoing policy limits may be provided in conjunction with an umbrella policy." The following shall be listed as additional insured:

- .1 The Owner, its employees and staff.
- .2 The Architect, its employees, its consultants and their employees.

"The Contractors Commercial Liability insurance shall be written on an occurrence basis."

- 11.1.3 (Add the following to the end of this subparagraph) "Within two (2) business days of a request from the Owner or the Architect, the Contractor will provide the Owner with true copies of any insurance policies under which the coverages required herein are provided. Certificates of Insurance shall be submitted on the latest edition of AIA Form G705 or Accord form as acceptable to the Architect."

- 11.1.5 (Add) Contractor's commercial general liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises-Operations 9including X-C/U as applicable).
- .2 Independent Contractors' Protective.
- .3 Products and Completed Operations.
- .4 Personal Injury Liability, coverages A, B, and C, with Fellow Employee Exclusion deleted.

- .5 Contractual - including specified provision for Contractor's obligations under Paragraph 3.18.
- .6 Owned, non-owned and hired motor vehicles.
- .7 Broad Form Property Damage including Completed Operations.
- .8 Stopgap liability for \$100,000.00 limit.

11.1.6 (Add) "The Contractor shall require all Subcontractors to provide Workers' Compensation. Comprehensive General Liability, and Automobile Liability Insurance with the same minimum limits specified herein."+-

11.3 PROPERTY INSURANCE

11.3.1 (Delete the phrase "without optional deductibles" at the end of the first sentence in this subparagraph. Add the following at the end of this subparagraph): "The amount of any self insurance or deductible will not exceed \$1,000.00 without the written approval of the Contractor."

11.3.1.1 (Add sub-subparagraph)

"1.1 The property insurance purchased by the Owner shall be in the form as indicated and provide such coverage as selected by the Owner. The Owner will make the policy available for inspection and copying by the Contractor. This insurance is not intended and will not cover machinery, tools, and equipment which will not be a permanent part of the project. The Contractor shall bear the entire risk of loss with respect to such machinery, tools, and equipment.

11.3.1.3 (Add) "The Contractor shall be responsible for any minimum deductible or self insurance up to \$1,000.00 per claim. Above such limit, the Owner shall be responsible.

11.3.1.4 Delete

11.3.6 (Delete first sentence and replace with the following) "The Owner shall maintain copies of the insurance it is required to purchase and maintain hereunder at its offices and shall permit the Architect or the Contractor to inspect the policies during normal business hours and upon reasonable advance written notice..."

11.3.9 (After "reach" in third sentence delete the remainder of this sentence and replace with the following) "...or if the Parties are unable to reach agreement, by litigation in the Common Pleas Court."

11.3.10 Delete the last sentence.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

12.2.1 (Replace this Subparagraph with the following) "Within 48 hours after written notices from the Architect, or the Owner (except such period shall be 7 days when notice is given after final payment) that the work does not conform to the Contract Documents, or immediately upon oral notice, if the nonconformance constitutes a threat to the safety of persons or property, the Contractor, without waiting for the resolution of disputes that may exist i) shall commence to correct such nonconformance, ii) shall thereafter use its best efforts to where an extension of time is granted in writing by the Owner, shall complete necessary corrections so that the nonconformance is eliminated to the satisfaction of the Architect, and the Owner within 7 days of such notice. The Contractor shall bear all costs of correcting the nonconformance, including additional testing and inspections and additional service fees of the Architect. The notice provided for in this Subparagraph 12.2.1 may be given at any time. It is the intent that the obligations under this Subparagraph 12.2.1 shall continue to apply after final completion and final payment."

12.2.6 (Add) "If the Contractor fails to correct nonconforming Work as provided in Subparagraph 12.2, the Owner may correct it in accordance with Paragraph 2.4. If the Subcontractor does not proceed with correction of such nonconforming Work as provided in Subparagraph 12.2.1, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense." ...

12.3 ACCEPTANCE OF NONCONFORMING WORK

- 12.3 (Add the following sentence to the end of this subparagraph) "...The acceptance of nonconforming Work by the Owner shall be by written Change Order, signed by the Owner's authorized representative. No person has authority to accept nonconforming work except pursuant to such written Change Order."

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.5 TESTS AND INSPECTIONS

- 13.5.1.1 (Add) "Refer to Specification Section 01 45 00 - Quality Control and Testing Laboratory Services for additional provisions on this subject."

- 13.5.4 (Delete this Subparagraph in its entirety and replace with the following) "Certificates of inspection, testing, or approval, as required by Paragraphs 13.5.1 or 13.5.2, shall be secured by the Contractor using an independent agency, subject to the approval of the Architect, and Owner. The independent agency shall complete field work, testing, and prepare the test reports, logs, and certificates promptly; and deliver the required number of copies directly to the Architect."

13.6 INTEREST

Delete this Paragraph in its entirety. References to Paragraph 13.6 elsewhere in the Contract Documents shall also be deleted.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1 (Delete Subparagraphs 14.1.1., 14.1.2, and 14.1.3 and replace the following)

- 14.1.1 "Events of Default; each of the following constitutes an event of default of the Contractor:

- .1 The failure of the Contractor to perform its obligation under the Contract Documents or under the Contract Documents pertaining to other agreement which the Contractor may have with the Owner and to proceed to commence to correct such failure within 48 hours after written notice thereof from the Owner, or the Architect or such lesser time as is provided in the Contract Documents, or ii) thereafter to use its best efforts to correct such failure to the satisfaction of the Owner, or, iii) except where an extension of time is granted in writing by the Owner, to correct such failure within 30 days after written notice thereof.
- .2 The failure of the Contractor to pay its obligations as they become due, or the insolvency of the Contractor."

- 14.1.2 "Owner's Remedies; upon the occurrences of an event of default the Owner will have the following remedies, which will be cumulative:

- .1 To order the Contractor to stop the Work or part of it, in which case the Contractor will do so immediately;
- .2 To perform through others all or part of the Work remaining to be done and to deduct the cost thereof from the unpaid of the Contract Price;
- .3 To terminate this Agreement and take possession, for the purpose of completing the Work or part of it, materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by the Contractor, of which the Contractor hereby transfers and assigns to the Owner for such purpose, and to employ a person or persons to complete the Work, including the Contractor's employees, and the Contractor will not be entitled to receive further payment until the Work is completed;

- .4 Other remedies which the Owner may have at law or in equity or otherwise under the Contract Documents."
- 14.1.3 "Payments Due Contractor: If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation of the Architect's additional services and costs, expenses, or damages incurred by the Owner as a result of the event of default, including attorney's fees and the administrative expense of the Owner's staff, such excess will be paid by the Contractor. If such costs exceed the unpaid balance, the Contractor will pay the difference to the Owner. The amounts to be paid by the Owner or the Contractor will be certified by the Architect, and such certification will be final determination of the amount owed, except for sums coming due thereafter. The obligations under this Subparagraph will survive the termination of this Agreement."
- 14.2 TERMINATION BY THE OWNER FOR CAUSE
- 14.2.1 (Replace with the following) "The Contract may be terminated by the Owner in whole or in part without cause and for its convenience on three (3) days written notice to the Contractor. In the event of such termination for convenience, the Contractor shall be compensated for that portion of the contract sum earned to the date of termination, but Owner shall not be liable for any additional or other consequential damages. Such entitlement of Contractor shall constitute Contractor's sole and exclusive remedy and recover, and in no event shall the Contractor be entitled to recover anticipated profits and overhead on unperformed Work by reason of such termination for convenience."
- 14.2.5 (Add) "Owner shall have the right to terminate the Contract at any time upon three (3) days' written notice to contractor in the event Owner is unable to obtain or maintain financing for the portion of the Work as yet unfinanced or uncompleted. Owner shall be obligated to pay Contractor that portion of the Contract Sum earned to the date of termination, but Owner shall not be liable for any additional or other consequential damages."
- 14.2.6 (Add) "The occurrence of any labor dispute, work stoppage, strike (including sympathetic strike), slow down, picketing, or any other activity directly or indirectly attributable to Contractor's employees, either caused by them or resulting from their employment on the Project which interrupts, interferes with or delays the Work of Contractor or other separate contractors shall constitute a breach of Contract. In such event, the Owner shall have the right, in addition to any other rights and remedies provided by this Contract or the Contract Documents, or by law, following two (2) days' written notice to the Contractor, to terminate this Contract or any part thereof for all or any portion of the Work, and for purpose of completing the Work, to enter upon the premises and take possession in the same manner, to the same extent, and upon the same terms and conditions as set forth in Subparagraph 14.2.3."
- 14.2.7 (Add) "If termination of the Contract is effectuated by Owner for cause resulting from Contractor's failing to substantially perform in accordance with the terms of the Contract, and it is subsequently found or determined in legal proceedings that the Contractor was not in substantial breach of the Contract by failure to perform in accordance with its terms, or that such failure was caused through fault of the Owner, then such termination shall be deemed to be a termination for convenience pursuant to Subparagraph 14.2.1, and the Contractor's remedy and recovery as against the Owner shall, in such case, be limited to the payments provided by such Subparagraph 14.2.1."
- 14.2.8 (Add) "With fixed and agreed liquidated damages provided in the Contract, if the Owner terminates for cause the Contractor's right to proceed, the resulting damage to the Owner will consist of such liquidated damages until such reasonable time as may be required for final completion of the Work, together with any increased cost and expenses, including attorneys' fees, occasioned or incurred by Owner in completing the Work."

ARTICLE 15: CLAIMS AND DISPUTES

- 15.1.1 (Add to the end of Subparagraph 15.1.1) "...The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC Section 3729 et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a Claim, the claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of _____ and executed by an authorized representative of the Contractor, which states that:

The Claim which is submitted herewith complies with Subparagraph 15.1.1 of the Supplementary General Conditions, which provides that the Contractor shall not knowingly present or cause to be a false or fraudulent Claim."

15.3 MEDIATION

Delete this Paragraph in its entirety. This Paragraph does not apply to this Project. References to Paragraph 4.5 and mediation elsewhere in the Contract Documents shall also be deleted and are not applicable for this Project.

15.4 ARBITRATION

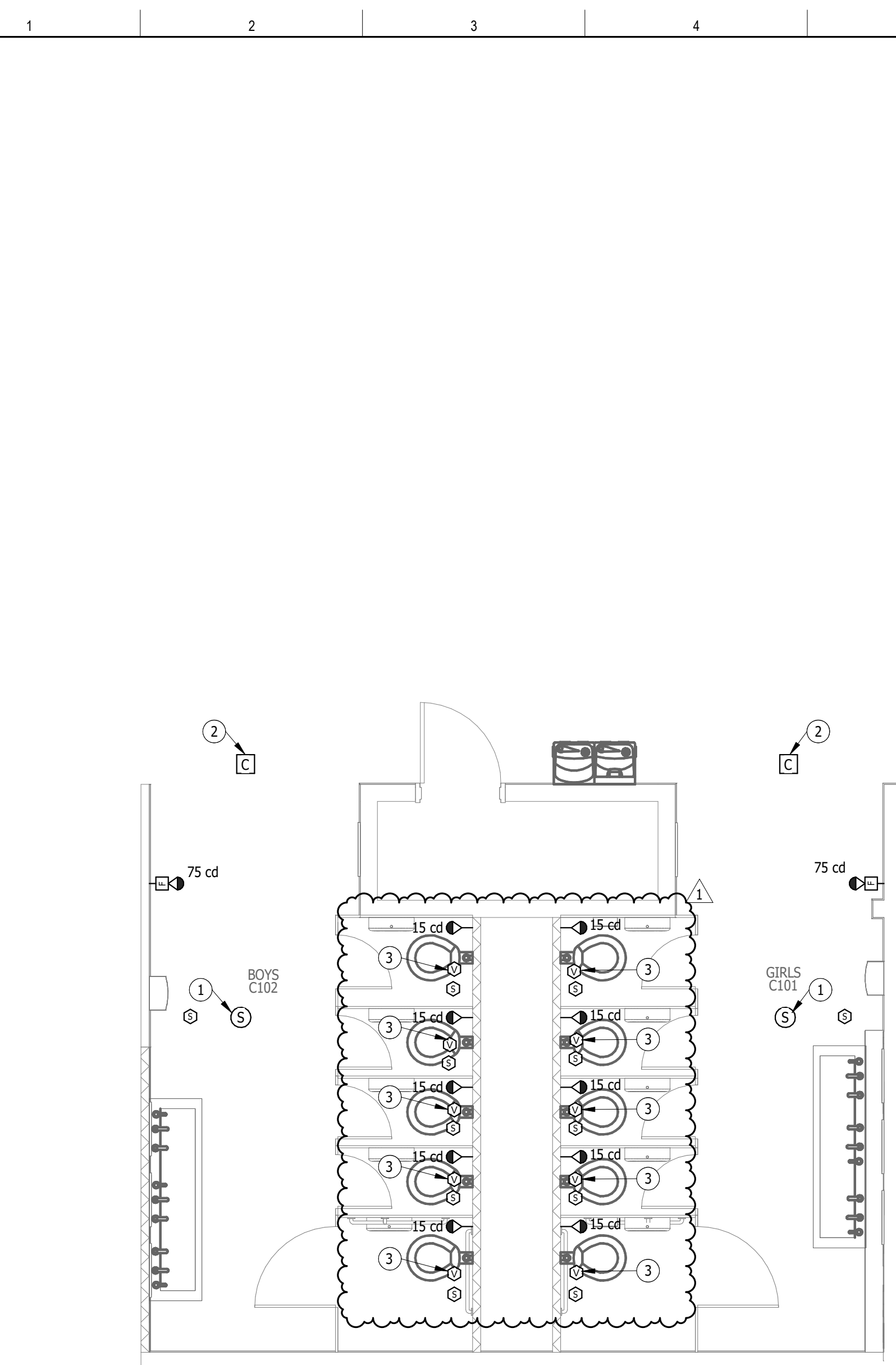
Delete this Paragraph in its entirety. This Paragraph does not apply to this Project. References to Paragraph 4.6 and arbitration elsewhere in the Contract Documents shall also be deleted and are not applicable for this Project.

ARTICLE 16: (Add the following) EQUAL OPPORTUNITY

16.1 POLICIES OF EMPLOYMENT

- 16.1.1 The Contractor shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices forth the policies of non-discrimination.
- 16.1.2 The Contractor shall in solicitations or advertisements for employees placed by them or on their behalf, state that qualified applicants will receive consideration without regard to race, religion, color, sex, or national origin.

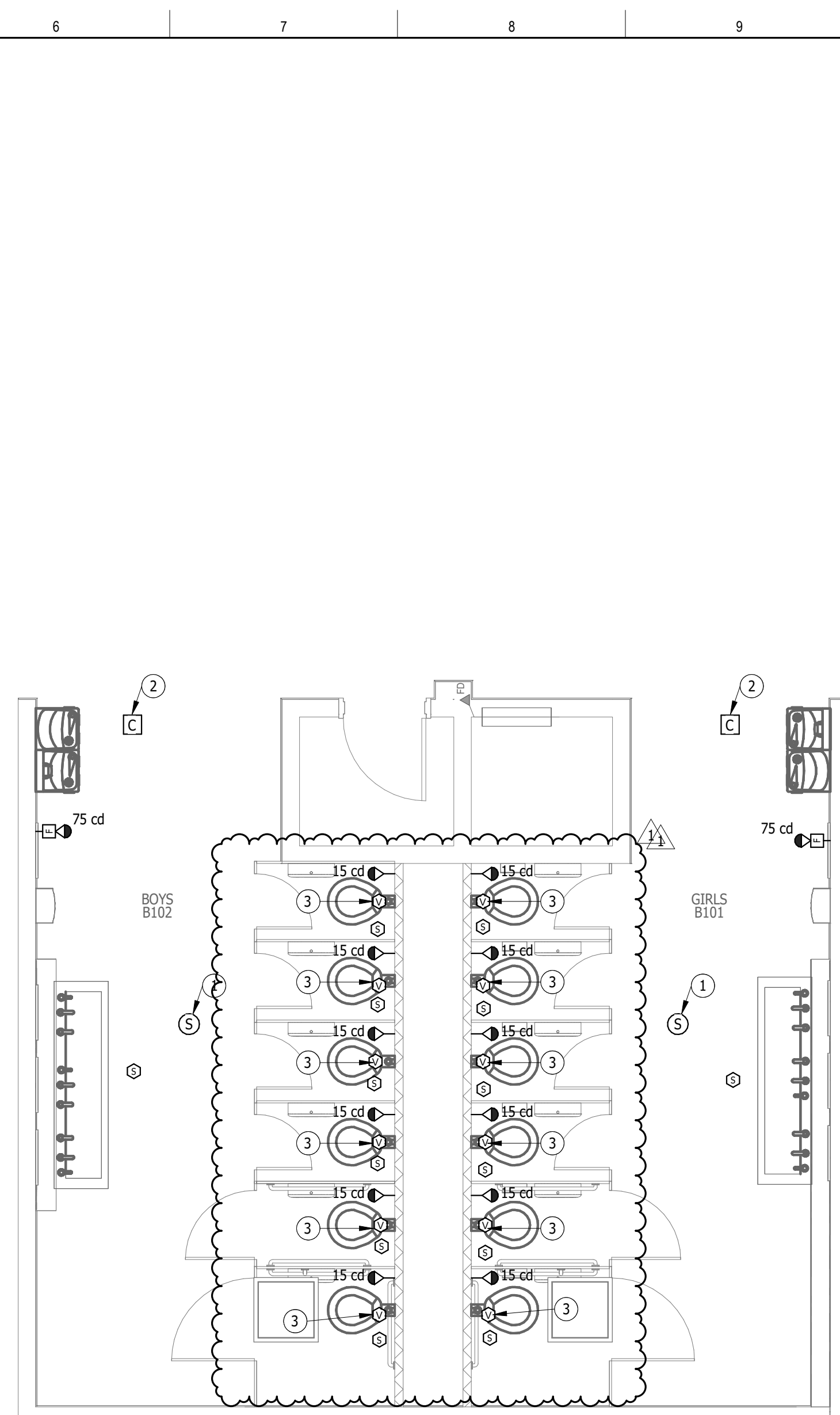
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PLAN NORTH

6 GROUND FLOOR SYSTEMS PLAN - CAREER CENTER

1/4" = 1'-0"

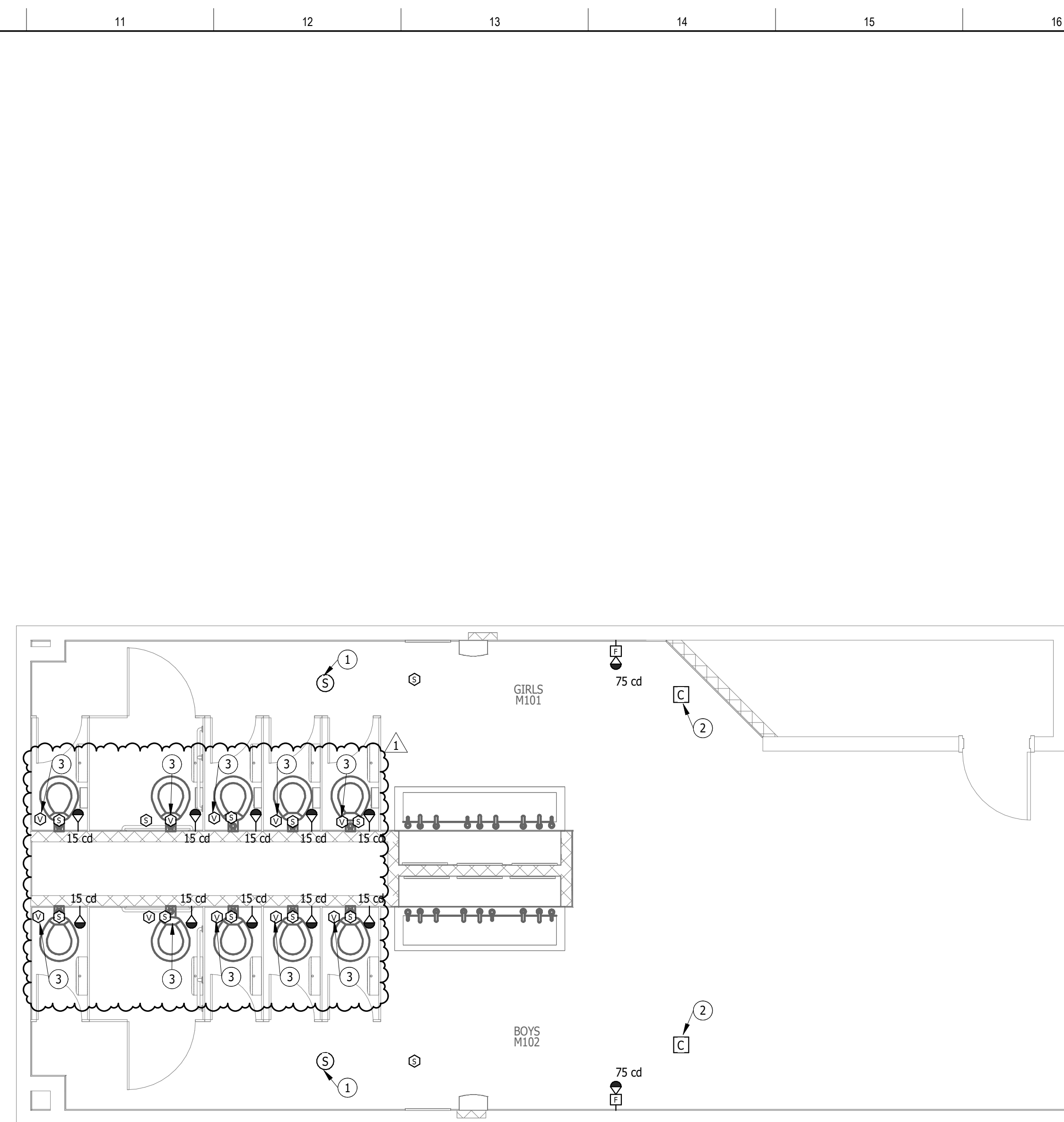


PLAN NORTH

5

GROUND FLOOR SYSTEMS PLAN - B-WING

1/4" = 1'-0"

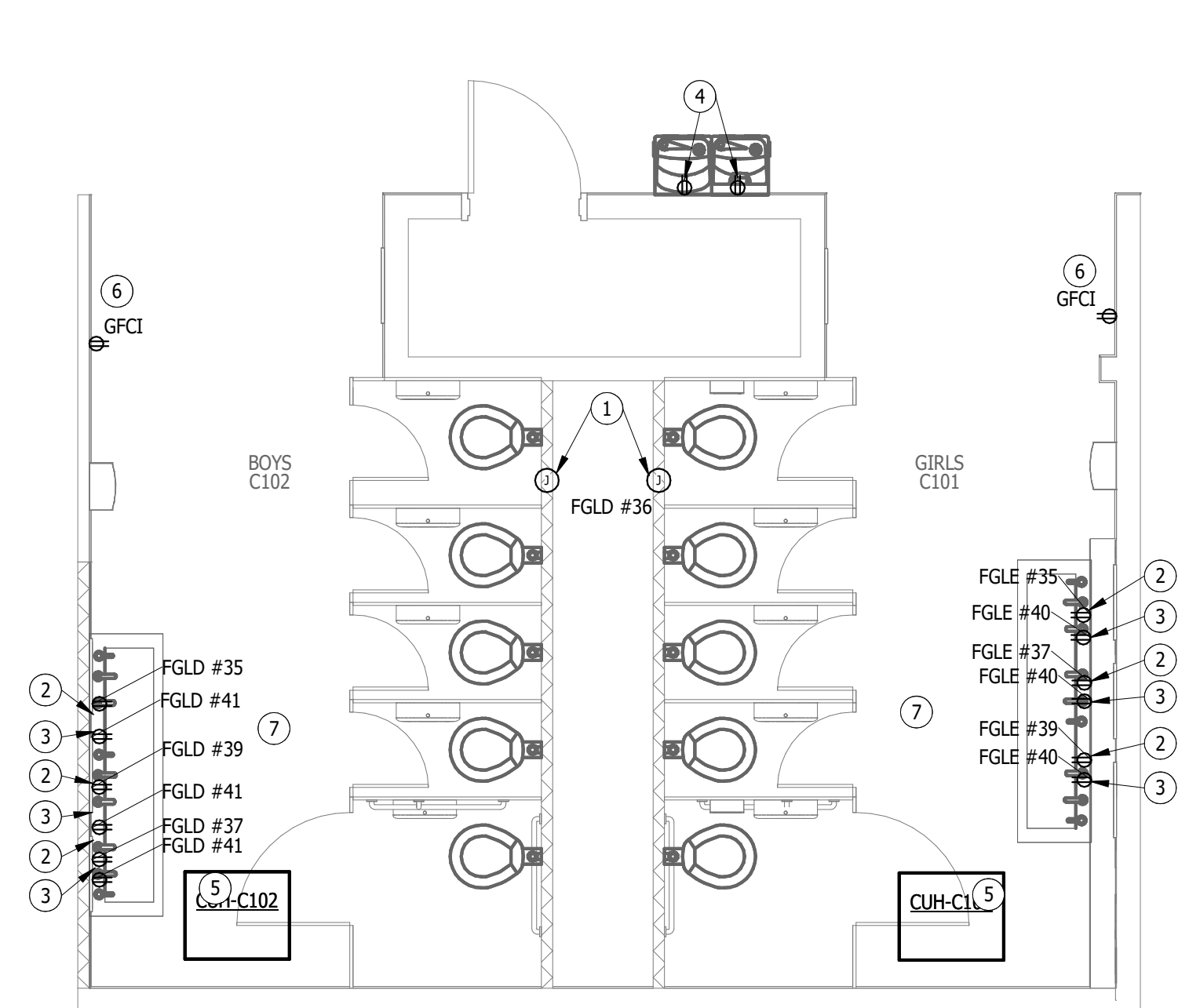


PLAN NORTH

4

GROUND FLOOR SYSTEMS PLAN - M-WING

1/4" = 1'-0"

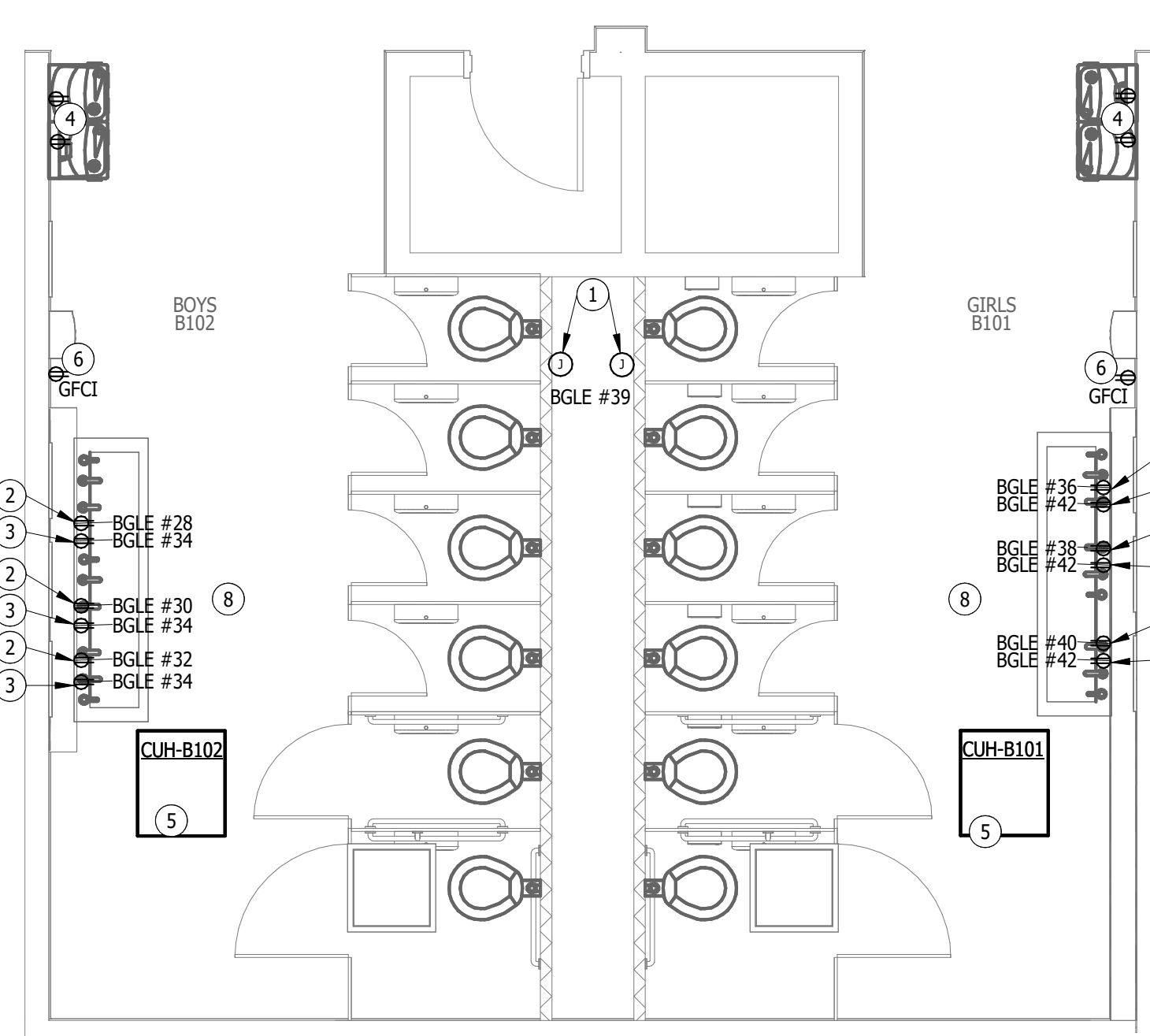


PLAN NORTH

3

GROUND FLOOR POWER PLAN - CAREER CENTER

1/4" = 1'-0"

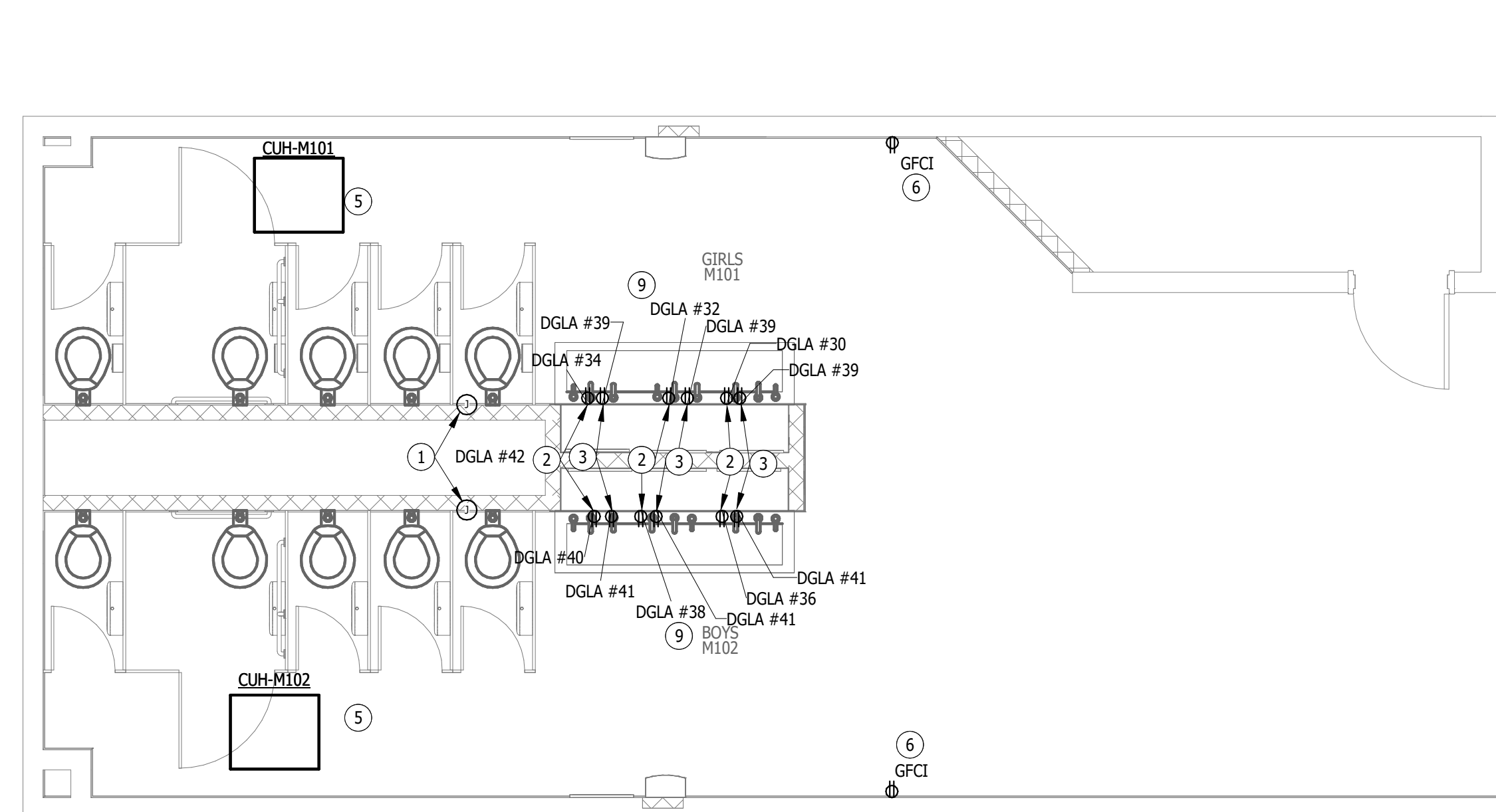


PLAN NORTH

2

GROUND FLOOR POWER PLAN - B-WING

1/4" = 1'-0"



PLAN NORTH

1

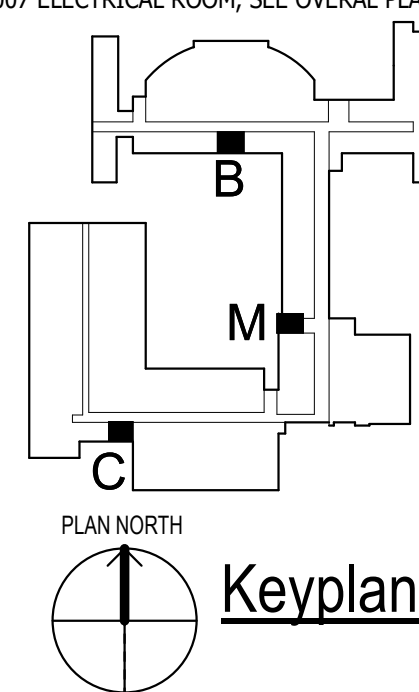
GROUND FLOOR POWER PLAN - M-WING

1/4" = 1'-0"

- GENERAL NOTES:**
- A. REFER TO SHEET E-001 FOR GENERAL NOTES.
 - B. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.


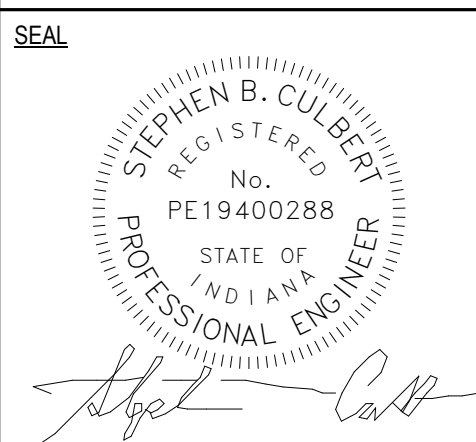
- ### **SYSTEMS PLAN NOTES:**
- 1 REINSTALL SALVAGED CEILING MOUNTED LOUDSPEAKER AND ENCLOSURE FOR SCHOOL INTERCOM SYSTEM. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING AND MAKE CONNECTION. SEE ELECTRICAL DEMOLITION PLAN.
 - 2 PROVIDE BOX FOR CEILING MOUNTED SECURITY CAMERA (CAMERA WILL BE INSTALLED UNDER SEPARATE PROJECT).
 - 3 PROVIDE BOX FOR FUTURE CEILING MOUNTED VAPOR DETECTOR (DETECTOR WILL BE INSTALLED UNDER SEPARATE FUTURE PROJECT).

- ### POWER PLAN NOTES:
- 1 PROVIDE FLUSH MOUNTED JUNCTION BOX AND CIRCUIT FOR WATER CLOSET FLUSH VALVE TRANSFORMER INSIDE CHASE. PROVIDE CONDUIT AND WIRING AS REQUIRED TO CONNECT TRANSFORMER. FLUSH VALVE TO BE PERFORMED BY MECHANICAL. WIRING FLUSHMOUNT BY DIVISION 22. COORDINATE EXACT LOCATION AND INSTALLATION WITH DIVISION 22. CONTRACTOR AND PLUMBING DETAILS PRIOR TO ROUGH-IN.
 - 2 PROVIDE DEDICATED RECEPTACLE 20A 120V FOR HAND DRYER. PROVIDE GFCI CIRCUIT BREAKER IN PANELEBOARD FOR CIRCUIT INDICATED. COORDINATE EXACT LOCATION AND INSTALLATION WITH CONTRACTOR AND PLUMBING DETAILS PRIOR TO ROUGH-IN.
 - 3 PROVIDE DEDICATED RECEPTACLE 20A 120V FOR FAUCET AND SOAP DISPENSER. PROVIDE GFCI CIRCUIT BREAKER IN PANELEBOARD FOR CIRCUIT INDICATED. COORDINATE EXACT LOCATION AND INSTALLATION WITH CONTRACTOR AND PLUMBING DETAILS PRIOR TO ROUGH-IN.
 - 4 PROVIDE RECEPTACLE FOR WATER COOLER. VERIFY MANUFACTURER'S POWER REQUIREMENTS AND LOCATION PRIOR TO ROUGH-IN. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING CIRCUIT. SEE ELECTRICAL DEMOLITION PLAN. COORDINATE MOUNTING HEIGHT WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS AND CONTRACTOR RESPONSIBLE FOR PLUMBING. PROVIDE GFCI CIRCUIT BREAKER.
 - 5 PROVIDE SINGLE POINT CONNECTION TO NEW CABINET ULT HEATER. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING CIRCUIT. SEE ELECTRICAL DEMOLITION PLAN.
 - 6 PROVIDE RECEPTACLE. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING CIRCUIT. SEE ELECTRICAL DEMOLITION PLAN.
 - 7 ELECTRICAL PANEL LOCATED F019 ELECTRICAL ROOM, SEE OVERALL PLAN #1 ON SHEET E-204.
 - 8 ELECTRICAL PANEL LOCATED B022 ELECTRICAL ROOM, SEE OVERALL PLAN #1 ON SHEET E-204.
 - 9 ELECTRICAL PANEL LOCATED D060 ELECTRICAL ROOM, SEE OVERALL PLAN #1 ON SHEET E-204.



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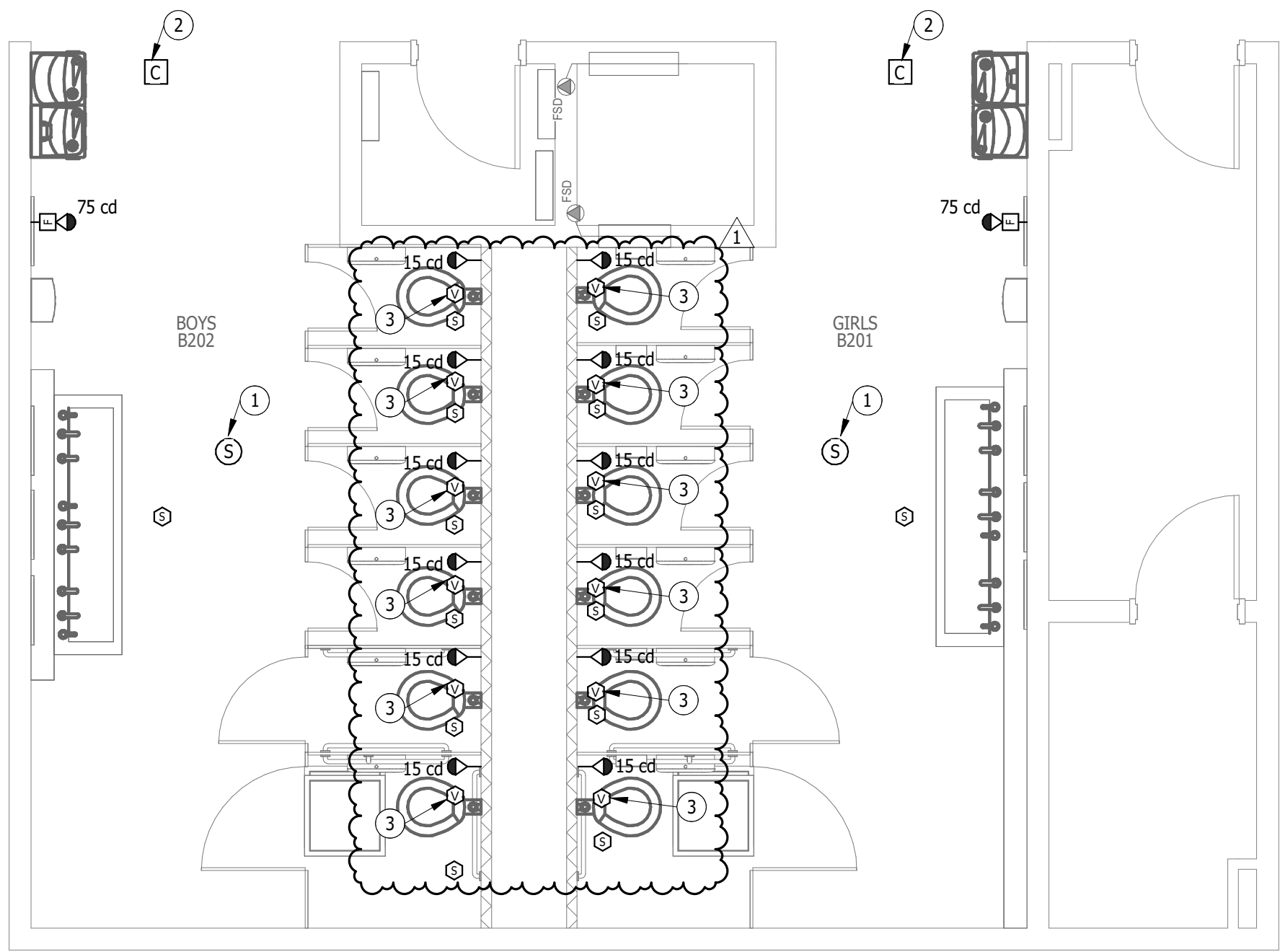
**New Castle CSC High School
Restroom Renovation**

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDENDUM #4	04-16-202

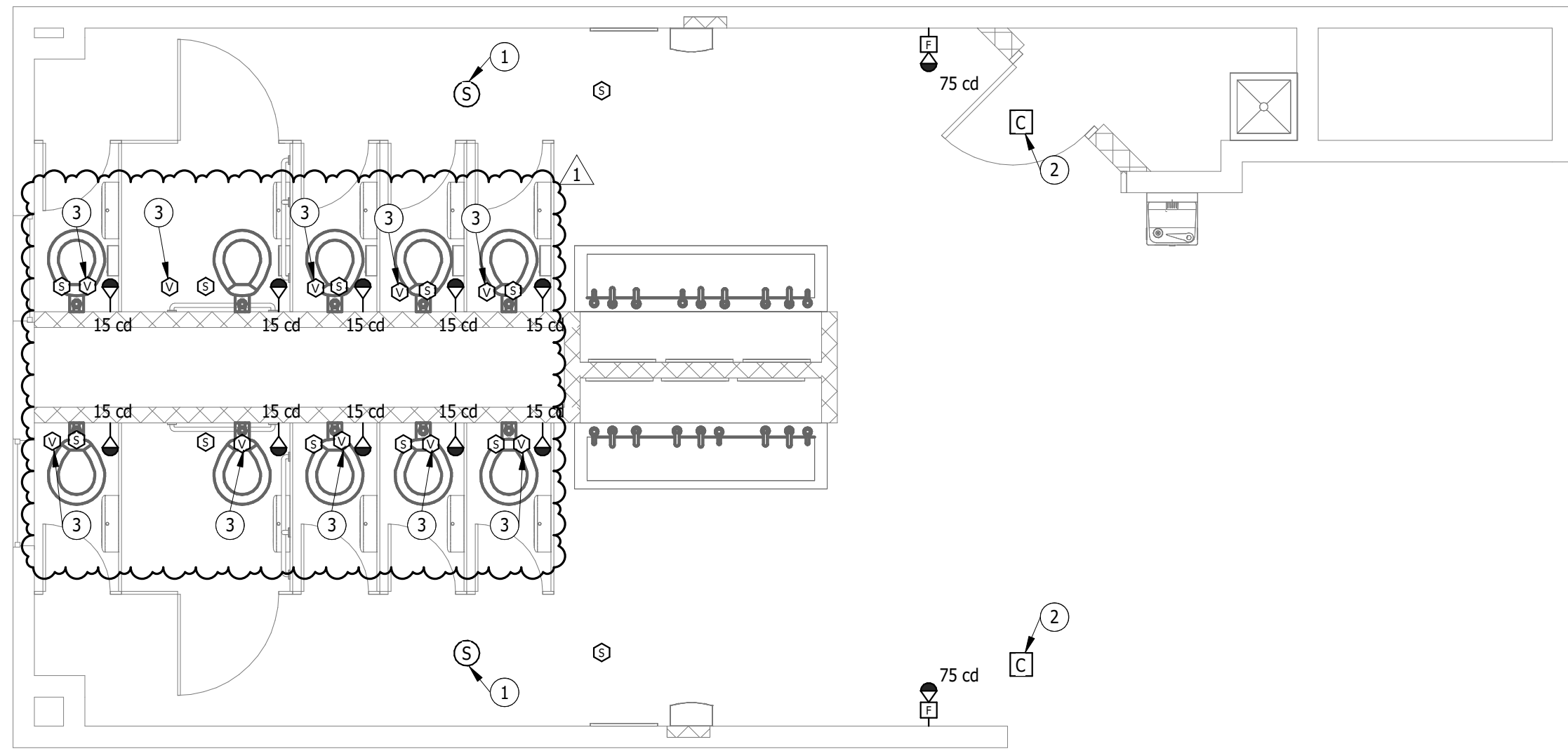
<u>PROJECT NO.</u>	<u>ISSUE DATE</u>
2301111	03-13-2024
<u>SUBMITTAL</u>	
Issue for Bids, Permits and Construction	

GROUND FLOOR POWER & SYSTEMS PLANS

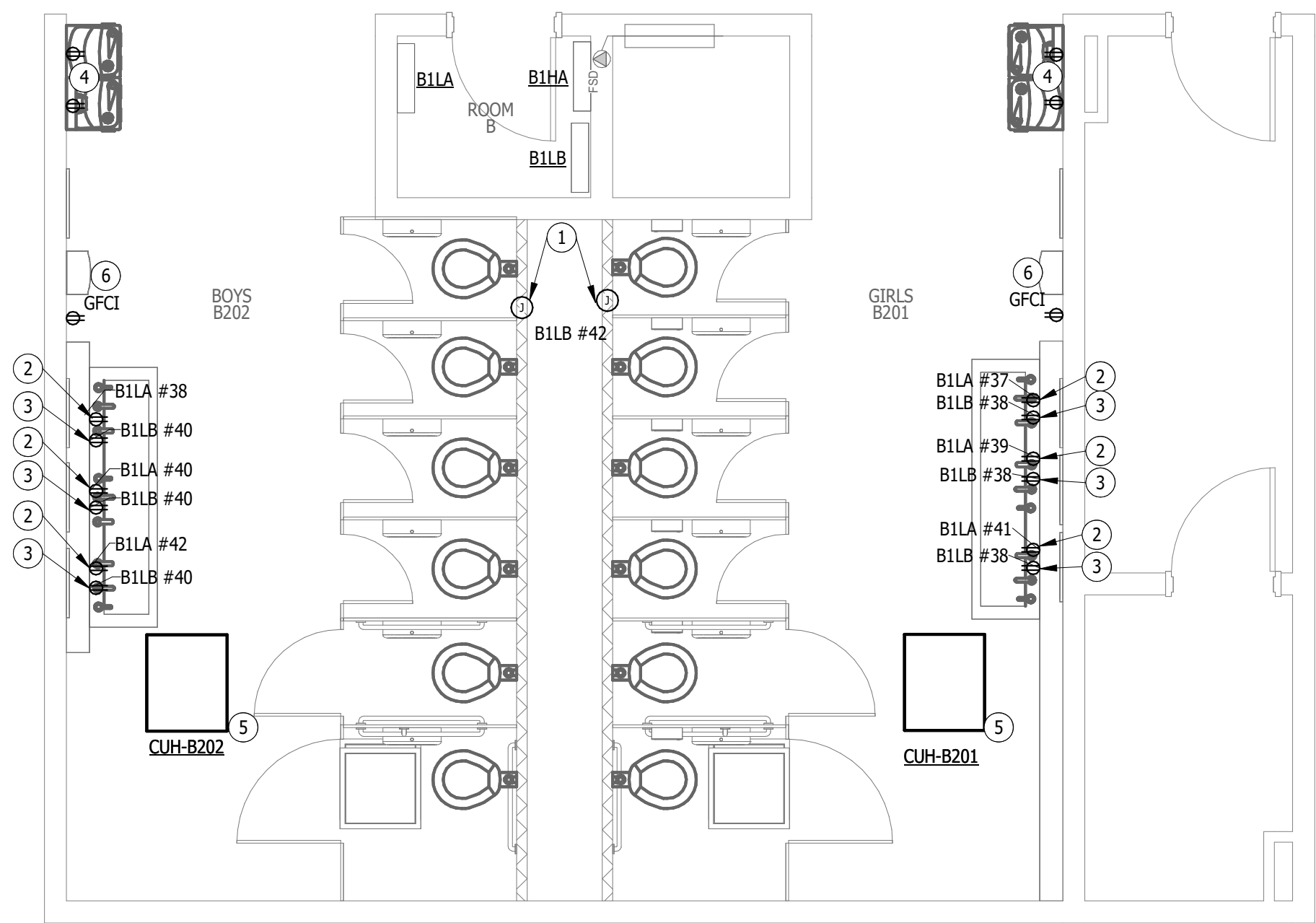
E-201



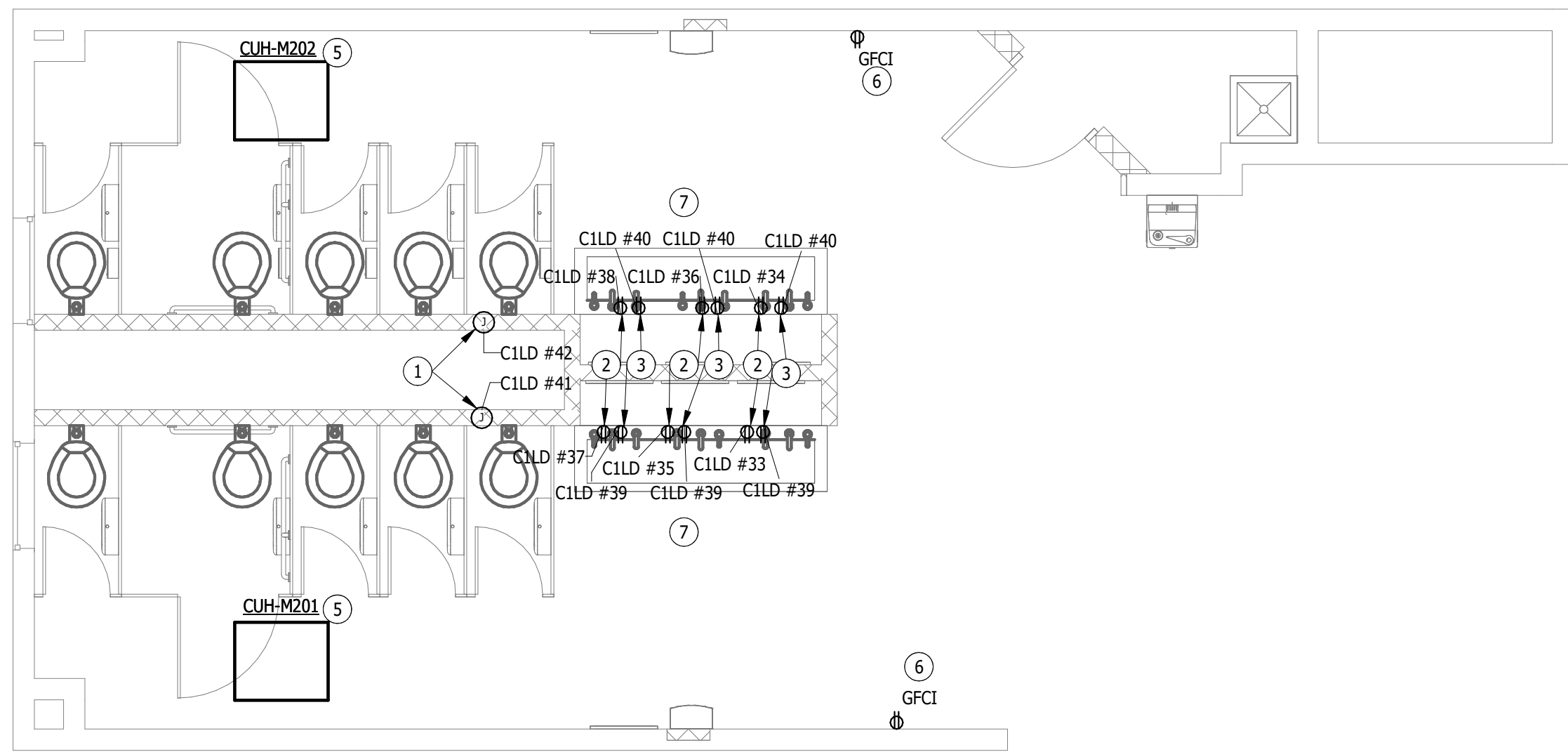
PLAN NORTH
4 FIRST FLOOR SYSTEMS PLAN - B-WING
1/4" = 1'-0"



PLAN NORTH
3 FIRST FLOOR SYSTEMS PLAN - M-WING
1/4" = 1'-0"



PLAN NORTH
2 FIRST FLOOR POWER PLAN - B-WING
1/4" = 1'-0"



PLAN NORTH
1 FIRST FLOOR POWER PLAN - M-WING
1/4" = 1'-0"

GENERAL NOTES:

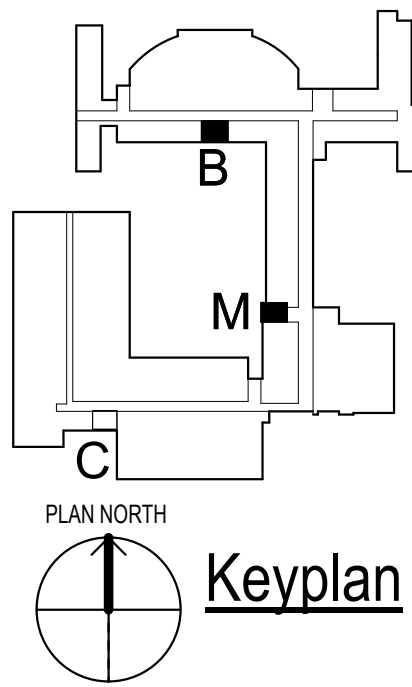
- REFER TO SHEET E-001 FOR GENERAL NOTES.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.

SYSTEMS PLAN NOTES:

- REINSTALL SALVAGED CEILING MOUNTED LOUDSPEAKER AND ENCLOSURE FOR SCHOOL INTERCOM SYSTEM. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING AND MAKE CONNECTION. SEE ELECTRICAL DEMOLITION PLAN.
- PROVIDE BOX FOR CEILING MOUNTED SECURITY CAMERA (CAMERA WILL BE INSTALLED UNDER SEPARATE PROJECT).
- PROVIDE BOX FOR FUTURE CEILING MOUNTED VAPOR DETECTOR (DETECTOR WILL BE INSTALLED UNDER SEPARATE PROJECT).

POWER PLAN NOTES:

- PROVIDE FLUSH MOUNTED JUNCTION BOX AND CIRCUIT FOR WATER CLOSET FLUSH VALVE TRANSFORMER INSIDE CHASE. PROVIDE CONDUIT AND WIRING AS REQUIRED TO CONNECT TRANSFORMER. FLUSH VALVE TRANSFORMER AND LOW VOLTAGE WIRING FURNISHED BY DIVISION 22. COORDINATE EXACT LOCATION AND INSTALLATION WITH CONTRACTOR AND PLUMBING DETAILS PRIOR TO ROUGH-IN.
- PROVIDE DEDICATED RECEPTACLE 20A 120V FOR HAND DRYER. PROVIDE GFCI CIRCUIT BREAKER IN PANELBOARD FOR CIRCUIT INDICATED. COORDINATE EXACT LOCATION AND INSTALLATION WITH CONTRACTOR AND PLUMBING DETAILS PRIOR TO ROUGH-IN.
- PROVIDE DEDICATED RECEPTACLE 20A 120V FOR FAUCET AND SOAP DISPENSER. PROVIDE GFCI CIRCUIT BREAKER IN PANELBOARD FOR CIRCUIT INDICATED. COORDINATE EXACT LOCATION AND INSTALLATION WITH CONTRACTOR AND PLUMBING DETAILS PRIOR TO ROUGH-IN.
- PROVIDE RECEPTACLE FOR WATER COOLER. VERIFY MANUFACTURER'S POWER REQUIREMENTS AND LOCATION PRIOR TO ROUGH-IN. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING CIRCUIT. SEE ELECTRICAL DEMOLITION PLAN. COORDINATE MOUNTING HEIGHT WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS AND CONTRACTOR RESPONSIBLE FOR PLUMBING. PROVIDE GFCI CIRCUIT BREAKER.
- PROVIDE SINGLE POINT CONNECTION TO NEW CABINET UNIT HEATER. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING CIRCUIT. SEE ELECTRICAL DEMOLITION PLAN.
- PROVIDE RECEPTACLE. PROVIDE CONDUIT AND WIRE AS REQUIRED TO EXTEND EXISTING CIRCUIT. SEE ELECTRICAL DEMOLITION PLAN.
- ELECTRICAL PANEL LOCATED C157 ELECTRICAL ROOM, SEE OVERALL PLAN #2 ON SHEET E-204



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**FIRST FLOOR POWER
& SYSTEMS PLANS**

E-202

