



## A D D E N D U M

**Project No.:** 2501101  
**Project:** EACS Restroom Renovations

**Addendum No:** 01  
**Date:** 03/26/2025

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### **TO: ALL BIDDERS OF RECORD**

ADDENDUM NO. 01, to Drawings and Specifications dated 03/12/2025, for the EACS Restroom Renovations for the East Allen County 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.

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### **PROJECT MANUAL:**

#### **ITEM NO. 1.01 - PROJECT MANUAL, 00 21 13, Instructions to Bidders**

- A. Article 1.7, paragraph C; add the following new subparagraph:
- “4. All bidding RFI’s are due to the Architect no later than 4/1/25. Forward all RFI’s to Tiim Stasiek at Elevatus Architecture. [tstasiek@elevatus.com](mailto:tstasiek@elevatus.com).”

Submitted By:

Abigail Redick, WELL AP, Assoc. IIDA



cc:  File: Document1  
 Owner:  
 Contractor:  
 Consultant:  
 Consultant:

**SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. To be considered, bids must be submitted in accordance with these Instructions to Bidders.
- B. Communications for the administration of the Contract shall be as set forth in the General Conditions and, in general, shall be through the Architect.

1.2 DEFINITIONS

- A. Definitions set forth in the General Conditions of the contract for Construction, AIA Document A201, 2017 ed., are applicable to these Instructions to Bidders.
- B. A Bidder is the person or entity who submits a Bid for the Work as described in the Contract Documents and with whom the Owner would enter into a Contract.
- C. A Sub bidder is the person or entity who submits a bid, to a Bidder, for materials or labor for a portion of the Work.

1.3 DOCUMENTS

- A. Failure to Execute Contract Documents: In the event the bidder withdraws the bid or fails to execute a satisfactory Contract and furnish a satisfactory Contract Performance Bond and Labor and Material Payment Bond with a surety company in accordance with Article 1.15 of these Instructions to Bidders within 5 days after a contract has been awarded to such a bidder by the Owner, said Owner may declare such certified or cashier's check or bid bond forfeited to the Owner for extra costs incurred by reason of delay of the project and obtaining acceptable prices from another bidder.

1.4 BIDDER'S REPRESENTATION AND EXAMINATION

- A. By submitting a Bid, each Bidder represents that:
  - 1. He has visited the site of the proposed Work and has fully acquainted himself with conditions as they exist, so that he may fully understand the facilities, difficulties and restrictions attending the execution of the Work.
  - 2. He has thoroughly examined, read and understands the Bidding Documents, and where the Bidding Documents require, in any part of the Work, a given result to be produced, that the Bidding Documents are adequate and the required result can be produced under the Bidding Documents.
  - 3. His Bid is based upon materials, equipment and systems as shown in the Bidding Documents, all as prepared by Elevatus Architecture, Fort Wayne, IN.
- B. The failure or omission of any Bidder to receive or examine any form, instrument or document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligations with respect to his Bid.
- C. No claim for any extra will be allowed because of alleged impossibilities in the performance of the Work because of inadequate or improper Bidding Documents.

- D. Each bidder by making his bid represents that he has read and understands the bidding requirements and the Construction Documents.
- E. Each bidder by making his bid represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

#### 1.5 QUALIFICATIONS OF BIDDERS

- A. AIA Document A305, Contractor Qualifications Statement shall be included with the Bid Proposal. This shall clearly show the bidder's financial resources, his construction experience, his organization, and equipment available for Work contemplated.
- B. The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish the Owner such data for this purpose as the Owner may request.
- C. Where Bidder is a corporation, limited liability company, or other entity, evidence that Bidder is in good standing under the laws of the State of Indiana is required. In case of entities organized under the laws of any other state, it shall produce evidence that Bidder is licensed (or is capable of being licensed) to do business and is in good standing under the laws of the State of Indiana or a sworn statement that it will take all necessary action to become so licensed, if its bid is accepted.

#### 1.6 BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents may be obtained by Bidders from the office of the printer in such numbers and for the deposit sum or purchase amount as determined by Eastern Engineering. Bidders have the option to purchase printed sets of Bidding Documents or electronic sets of Bidding Documents as defined by Copy Country.
- B. The Owner or the Architect, in making printed or electronic copies of the Bidding Documents do so only for the purpose of obtaining Bids on the Work. They do not confer a license or grant for any other use.
- C. All documentation and submittals provided to Owner may be considered public documents under applicable laws and may be subject to disclosure under the Indiana Access to Public Records Act. By submitting a bid, Bidder recognizes and agrees that Owner will not be responsible or liable in any way for any losses that Bidder may suffer from the lawful disclosure of information or materials to third parties.
- D. Owner accepts its legal obligations under IC § 5-14-3-4(a)(4) not to release any public record that constitutes a trade secret. To that end, any material requested to be treated as a confidential document, proprietary information, or trade secret must be clearly identified as such and readily separable from the balance of the bid or proposal. Such designation will not necessarily be conclusive, and Bidder may be required to justify why such material should not, upon written request, be disclosed by Owner under the applicable public records act.

#### 1.7 INTERPRETATION, SUBSTITUTION, AND ADDENDA

- A. Interpretation:
  - 1. No oral interpretation or clarification will be made to any Bidder as to the meaning of the Bidding Documents. Every request for such an interpretation or clarification shall be made in writing, and submitted, by the Bidder, to the Architect.
- B. Substitutions:

1. Each bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents.
2. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
3. No substitution will be considered unless a written request for approval has been submitted by the Bidder, to the Architect, within ten (10) days prior to bid due date. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including Drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitute would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of the proposed substitution shall be final.

C. Addenda:

1. No request for an interpretation or clarification of, or no request for a substitution received by the Architect earlier than ten (10) days prior to the date fixed for opening of bids will be given consideration. Every interpretation or clarification made to a Bidder or every proposed substitution approved, will be set forth in an Addendum to the Bidding Documents. Issued Addendum will be emailed or distributed electronically to all prospective bidders by the Printer not later than seven (7) days prior to the date fixed for the opening of bids, except where such Addendum withdraws request for bids or postpones date for receipt of bids, or other reason as deemed necessary by the Architect. Failure of any bidder to receive any such Addendum shall not relieve any bidder from any obligation under his bid as submitted.
2. All Addenda so issued shall become a part of the Contract Documents. Indicate receipt of addenda on Bid Proposal Form. Failure to do so may result in rejection of bid.
3. Bidders shall not rely upon interpretations, clarifications, and/or approvals made in any other way.
- 3-4. All bidding RFI's are due to the Architect no later than 4/1/25. Forward all RFI's to Tiim Stasiek at Elevatus Architecture. [tstasiek@elevatus.com](mailto:tstasiek@elevatus.com).

1.8 TIME FOR RECEIVING THE BIDS

- A. Bids received prior to the time of opening will be securely kept unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that, when a bid arrives by mail after the time fixed for opening, but before the award is made and it is shown to the satisfaction of the person authorized to make the award that the non arrival on time was due solely to the delay in the mails, for which the bidder was not responsible, such bid will be received and considered. No responsibility will be attached to the office for the premature opening of a bid not properly addressed and identified.

1.9 ARCHITECT'S COOPERATION DURING BIDDING PERIOD

- A. Each bidder is requested to contact the Architect in the event that problems occur or questions arise in analyzing the Drawings and Specifications, where additional clarification or information would be helpful in the preparation of a proper bid.
- B. The Architect will cooperate fully in connection with requests, and will provide information required, providing the Architect's ethical responsibilities are not encroached upon.
- C. It is the general policy of the Architect to be as helpful as possible to bidders, insofar as is consistent with fair and open competition.

1.10 PREPARATION AND SUBMISSION OF BIDS

A. Bid Forms:

1. Bids must be submitted on Indiana State Board of Accounts Form No. 96 - Revised 2013, including the Supplemental Bid Proposal Form included in the Project Manual
2. Bids must shall be submitted on the Supplemental Bid Proposal Form included in the Project Manual, Section 00 43 00.
3. Oral, telephonic, telegraphic or emailed Bids are invalid and will not receive consideration.
4. Bids shall also be submitted on the Supplemental Bid Proposal Form, Section 00 43 00.

B. Preparation of Bid Forms:

1. Taxes, Permits, Inspections, Etc.:
  - a. All bid amounts are to include all applicable taxes, cost of all required permits and inspections as required by governing agencies and other tests or inspections, if any, assigned to the General Contractor in the Contract Documents. State sales tax is not to be included in the bid price. The Owner is sales tax exempt. The exemption number will be furnished by the Owner to the Contractor for his use.
  - b. State approval and fee incidental thereto will be obtained and paid for directly by the Owner through the Architect.
2. Indication of Amounts:
  - a. Each proposal shall have bid amounts written with ink or type written in both words and figures. Should there be any discrepancies between the words and figures indicating any amount in the proposal, the amount written in words shall be taken as the correct amount.
3. Time of Completion:
  - a. Refer to Section 00 73 00 Supplementary Conditions, Article 9 for time of completion. Refer to Article 1.17 herein for additional information.

C. Requirements for Signing Bids:

1. Any bid not signed by the individual making same, shall have attached to it a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
2. A bid submitted by a partnership shall be signed by one of the partners, or by an attorney in fact. If signed by an attorney in fact, there shall be a Power of Attorney attached to the bid evidencing authority to sign the bid, executed by the partners.
3. Bids which are submitted by a corporation shall have the correct name thereof and the signature of the president or other authorized officers of the corporation and shall have the corporate seal affixed. Signatures affixed by secretary or assistant secretary shall be identified by signer manually "by\_\_\_\_\_".

D. Bid Security

1. Each bid must be accompanied by a bid security which shall not be less than five percent (5%) of the Base Bid. Submit bid security in the form of a certified check, or cashier's check or Bid Bond. Bid bond shall Bid Bond AIA Form A310, or similar from an acceptable surety. No bid will be considered unless it is so guaranteed. The bid security shall insure the execution of the Contract and the furnishing of 100% Performance & Labor and Material Payment Bonds by the successful bidder, as specified in the Bidding Documents.
  - a. Bidders whose principle place of business is not in the State of Indiana shall submit bid security in the form of a certified check only.

2. Bidder is authorized to use the bonding company's standard Bid Bond, in lieu of the AIA form specified above, providing the form is substantially the same.
3. Revised bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid security adjusted accordingly, otherwise, the revision of the bid will not be considered, and the original bid shall remain in force.
4. In case the Bid Bond is in the form of a certified check for 5% of the Base Bid, Owner may make such disposition of same as will accomplish the purpose for which it was submitted. Certified checks of unsuccessful bidders will be returned as soon as practicable after the opening of the bids.
5. In case the bid bond is in the form of a certified check, Owner may make such disposition of same as will accomplish the purpose for which it was submitted. Certified checks of unsuccessful bidders will be returned as soon as practicable after the opening of the bids.

E. Non Collusion Affidavit:

1. Each bidder shall furnish, with his bid, an affidavit that such bidder has not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other bidder or prospective bidder, or with any officer or members of the Owner which tends to or does lessen or destroy free competition in the letting of contracts sought for by these Instructions to Bidders.
2. Non Collusion Affidavit shall be properly notarized and with seal affixed.

F. Employment Practices:

1. Bidders and sub bidders shall not discriminate in employment practices.

G. Submission of Bids:

1. All bids must be submitted in duplicate in hard copy paper form inside a sealed envelope.
2. Bid documents shall be enclosed in envelopes (inner and outer), both of which shall be sealed and clearly labeled "EACS Restroom Renovations", so as to guard against opening prior to the time set thereof. The bidder shall be responsible for the placement of his firm's name and address, the name of the Work, and the name of the project on the outside of both such bid envelopes.
3. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids, or prior to extension thereof issued to the bidders.
4. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the Notice To Bidders, or prior to extension thereof issued to the bidders.
5. Telecommunicated bids, emailed or texted bids will not be considered.

1.11 MODIFICATION OR WITHDRAWAL OF BIDS

- A. A Bidder with proper notice may withdraw or modify his Bid at any time prior to the scheduled time and date set for receipt of the Bids. Notice shall be in writing over the signature of the Bidder or by telegram; telegraphic notice must be confirmed in writing and postmarked on or before the time set for receipt of bids.
- B. No Bid or any portion thereof, may be modified, withdrawn or canceled by the Bidder after the pronouncement of the closing of bids.

1.12 OPENING OF BIDS

- A. The Advertisement for Bids indicates the time and place fixed for opening bids.

- B. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.
- C. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified.
- D. Every bid received within the time fixed for the receiving of bids will be opened and read aloud, irrespective of irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
- E. The amounts involved in alternatives requested will be read or disclosed as part of the requirements of this Article. Voluntary alternates will not be read.
- F. The Owner, reserves the right to delay the time for opening of bids when, in his judgment, is desirable or necessary. Comply with IC 36-1-12-4(7).

#### 1.13 DISQUALIFICATION

- A. The Owner reserves the right to reject each and every bid, to waive informalities and irregularities in bidding, to accept and reject alternatives regardless of their order or sequence, unless otherwise called for on the Bid Proposal Form.
- B. The Owner reserves the right to reject each and every bid, to waive informalities and irregularities in bidding, to accept and reject alternatives regardless of their order or sequence, unless otherwise called for on the Supplemental Bid Proposal Form.
- C. The right is reserved to reject bids where an investigation of the available evidence of information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract Documents.
- D. Bona fide bids in a definite stated amount, without special clauses governing price of labor and material increases, shall be the only ones that will be considered. No contract shall be entered into carrying what is commonly known as an "Escalator Clause."
- E. Bids which contain qualifications or conditions that are contrary to the text or intent of the Contract Documents, and which are inserted in the bid for the purpose of limiting or otherwise qualifying the responsibility of the bidder, outside of the text or intent of the Contract Documents, will be subject to disqualification.
- F. The Owner also reserves the right to reject the bid or a bidder who has previously failed to perform properly or to complete Contractors of a similar nature on time, who is not in a position to perform the Contract, or who has habitually, and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees.
- G. The ability of the bidder to obtain or qualify for a performance bond or labor and material payment bond shall not be regarded as a sole test of such bidder's competence or responsibility.
- H. The bidder acknowledges the right of the Owner to reject bids and to waive informalities and irregularities in bids received. In addition, the bidder recognizes the right of the Owner to reject a bid, if the bidder failed to furnish required bid security, or to submit the data required by the bidding documents, or if the bid is incomplete or irregular.

#### 1.14 AWARD OF CONTRACT

- A. When Award is Effectual:

1. The Contract shall be deemed to have been awarded when notice of award shall have been duly served upon the awardee (i.e., the bidder or bidders to whom the Owner contemplates awarding the Contract or Contracts) by some officer or agent of the Owner duly authorized to give such notice.

B. Award of Contract, Rejection of Bids:

1. The Contract will be awarded to the lowest legal bidder complying with the conditions of the Bidding and Contract Documents, provided his bid is reasonable, and it is to the interest of the Owner to accept it. The bidder to whom the award is to be made, will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids, and waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner.
2. In determining the lowest legal bidder, the following elements, in addition to those above mentioned, will be considered:
  - a. Maintains a permanent place of business,
  - b. Has adequate plant equipment and personnel to do the work properly and expeditiously,
  - c. Has a suitable financial status to meet the obligations incidental to the work, and,
  - d. Has appropriate technical experience.
  - e. The bidder's financial ability to complete the Contract successfully without resort to its Surety;
  - f. The bidder's prior experience with similar work on comparable or more complex projects.
  - g. The bidder's prior history for the successful and timely completion of projects;
  - h. The bidder's prior experience on other projects of the Owner, including the bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents
  - i. The bidder's compliance with federal, state, and local laws, rules, and regulations, including, but not limited to, the prevailing wage law.
  - j. Depending upon the type of the work, other essential factors.
3. The Bidder shall submit to the Architect a properly executed Contractor's Qualifications Statement, AIA Document A305, and include with the Bid Proposal.
4. The Owner reserves the right to accept any, or all, or any combination of the requested alternates, and accept them in any order as he may deem it to be in his best interest, in determining the lowest responsible bidder.

C. Performance Bond, Payment Bond, and Certificates of Insurance:

1. The successful Bidder shall furnish Performance & Labor and Material Payment Bonds in a penal sum of one hundred percent (100%) of the total amount payable by the terms of the Contract. Such bond shall be in a form and by a bonding company acceptable to the Owner.
2. The successful bidder shall furnish Certificates of Insurance covering Workmen's Compensation, Public Liability, Property Damage and any other which may be required, as stated in Supplementary Conditions.
3. No Contracts can be issued and signed until the Performance & Labor and Material Payment Bonds, and Certificate of Insurance have been furnished to the Owner by the successful bidder.

D. Execution of Contract:

1. The successful bidder shall execute the Contract with the Owner in the Standard AIA Form AIA A101, 2017 ed., in such number of counterparts as the Owner may request.
2. Such Performance & Labor and Material Payment Bonds, and such Certificates of Insurance, will be furnished, and such Contract shall be executed and delivered to the Owner, by the successful bidder, within ten (10) days after he has received notice of the acceptance of his bid.

3. The Contractor shall submit with his bid, in writing, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work.
    - a. After submission of this list by the bidder, and after approval by the Owner, and Architect, it shall not be changed unless written approval of change is authorized by the Owner, Architect,
  4. The failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature, or within such extended period as the Owner may grant, based upon reasons determined adequate by the Owner, shall constitute a default; and the Owner may either award the Contract to the next responsible bidder or re-advertise for bids. In the event of a default, the Owner shall have the right to declare the amount of the bid security forfeited. It shall be a further condition that the Owner not collect more on a defaulted bid than the difference between the defaulted bid amount and the bid of the firm to which the award is made, after giving due weight and consideration to alternatives accepted.
- E. Liquidated Damages for Failure to enter into Contract:
1. The successful bidder, upon his failure or refusal to execute and deliver the Contract, Bonds, Certificates and other required documents, within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit, to the Owner as liquidated damage for such failure or refusal, the bid security (5%) deposited with his bid.

#### 1.15 CONTRACTOR'S REQUIREMENTS SPECIFIC TO INDIANA STATE LAW

- A. Contractor submitting bids must be qualified by the State Certification Board or the Indiana Department of Transportation on accordance with IC 5-16-13-10© or IC 8-23-10-0.5(d).
- B. Contractors shall E-Verify each employee on the project in accordance with IC 22-5-1.7-11.1.
- C. Contractors cannot pay employees in cash in accordance with IC 5-16-13-11(2).
- D. Contractors shall certify that they are compliant with the federal Fair Labor Standards Act (FLSA); Indiana worker's compensation laws; Indiana self-insurance laws; Indiana unemployment insurance laws; Indiana drug-testing program laws; the Indiana Minimum Wage Law; and Indiana journeyman training programs where applicable. IC § 36-1-12-15(a); IC § 5-16-13-11(3)-(7).
- E. Contractors shall certify that they are compliant with antidiscrimination laws. IC § 36-1-12-15(b).
- F. Steel Products. Pursuant to IC § 5-22-15-25, steel or foundry products that are to be used or supplied in the performance of this Project or any subcontract related thereto, only steel or foundry products made in the United States shall be used or supplied.
- G. The General Prime Contractor shall contribute at least 15% of the contract price in work, materials, services, or any combination thereof. IC § 5-16-13-9.
- H. In accordance with IC § 4-13-18-5, Bidder shall submit with the Bid a written plan for a program to test Bidder's employees for drugs. A contractor that is subject to a collective bargaining agreement that establishes an employee drug-testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug-testing program, or relevant parts of a collective bargaining agreement establishing an employee drug-testing program shall result in the Bid being rejected as non-responsive.
- I. Bidder's employee drug-testing program must satisfy all of the following requirements:

1. In accordance with IC § 4-13-18-5, if Bidder's employee drug-testing program is established by a collective bargaining agreement it shall include the following:
  - a. Provides for the random testing of the contractor's employees.
  - b. Contains a five (5) drug panel that tests for the following substances:
    - 1) amphetamines;
    - 2) cocaine;
    - 3) opiates (2000 ng/ml);
    - 4) PCP;
    - 5) THC;
  - c. Imposes disciplinary measures on an employee who fails a drug test which includes at a minimum all of the following:
    - 1) the employee is subject to suspension or immediate termination;
    - 2) the employee is not eligible for reinstatement until the employee tests negative on a five-(5)-panel test certified by a medical review officer;
    - 3) the employee is subject to unscheduled sporadic testing for at least one (1) year after reinstatement; and
    - 4) the employee successfully completes a rehabilitation program recommended by a substance abuse professional if the employee fails more than one (1) drug test.
  
2. In accordance with IC § 4-13-18-6, if Bidder has its own employee drug-testing program (which is not included as part of a collective bargaining unit), Bidder's program shall include the following:
  - a. Subject each of the contractor's employees to a drug test at least one (1) time each year.
  - b. Provide for random employee testing, with at least two percent (2%) of the contractor's employees randomly selected each month for testing.
  - c. Contain at least a five (5) drug panel that tests for:
    - 1) amphetamines;
    - 2) cocaine;
    - 3) opiates (2000 ng/ml);
    - 4) PCP;
    - 5) THC.
  - d. Impose progressive discipline on an employee who fails a drug test with at least the following progression:
    - 1) after the first positive test, an employee must be:
      - a) suspended from work for 30 days;
      - b) directed to a program of treatment or rehabilitation; and
      - c) subject to unannounced drug testing for one (1) year from the day the employee returns to work.
    - 2) after a second positive test, an employee must be:
      - a) suspended from work for 90 days;
      - b) directed to a program of treatment or rehabilitation; and
      - c) subject to unannounced drug testing for one (1) year from the day the employee returns to work.
    - 3) after a third or subsequent positive test, an employee must be:

- a) suspended from work for one (1) year;
  - b) directed to a program of treatment or rehabilitation; and
  - c) subject to unannounced drug testing for one (1) year from the day the employee returns to work.
- e. The program may require dismissal of the employee after any positive drug test or other discipline more severe than described above. An employer complies with the requirement to direct an employee to a program of treatment or rehabilitation if the employer either advised the employee of any such program covered by employer-provided insurance, or, if the employer's insurance does not provide insurance coverage, the employer advises the employee of agencies that provide such programs.
- f. In accordance with IC § 4-13-18-7, if awarded a contract for the Project, Bidder must implement the employee drug-testing program as described in the plan or collective bargaining agreement. Owner shall cancel the contract with the successful Bidder if it:
- 1) fails to implement its employee drug-testing program during the term of the contract;
  - 2) fails to provide information regarding implementation of the employee drug-testing program at the request of Owner; or
  - 3) provides Owner with false information regarding the Contractor's employee drug-testing program.

#### 1.16 PUBLIC DISCLOSURE

- A. All documentation and submittals provided to Owner may be considered public documents under applicable laws and may be subject to disclosure under the Indiana Access to Public Records Act. By submitting a bid, Bidder recognizes and agrees that Owner will not be responsible or liable in any way for any losses that Bidder may suffer from the lawful disclosure of information or materials to third parties.
- B. Owner accepts its legal obligations under IC § 5-14-3-4(a)(4) not to release any public record that constitutes a trade secret. To that end, any material requested to be treated as a confidential document, proprietary information, or trade secret must be clearly identified as such and readily separable from the balance of the bid or proposal. Such designation will not necessarily be conclusive, and Bidder may be required to justify why such material should not, upon written request, be disclosed by Owner under the applicable public records act.

#### 1.17 TIME OF COMMENCEMENT AND COMPLETION

- A. The General Prime Contractor shall commence Work for this project and shall complete the Work as established for the project, as follows:
1. Time of Commencement = Start no later than 05/26/25.
  2. Time of Substantial Completion =
    - a. 8/01/25 Prince Chapman Restrooms
    - b. 8/01/25 Heritage Restrooms
  3. The above dates shall be used to establish the construction schedule and will be used for the Substantial Competition Dates for the projects.

END OF SECTION