

Project No.: 2501102
Project: SACS Restroom Renovations

Addendum No: 01
Date: 6-11-2025

TO: ALL BIDDERS OF RECORD

ADDENDUM NO. 01, to Drawings and Specifications dated 05-30-2025, for the SACS Restroom Renovations for the South Adams 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. Revised to incorporate specification changes as stated below.

ITEM NO. 1.02 - PROJECT MANUAL, 00 21 13, INSTRUCTIONS TO BIDDERS

- A. Article 1.18, paragraph A;
- a. "2.a.- revise to read Underground Sanitary in lieu of Hallway/Trenching work.
 - b. "2.a.- revise to read October 24, 2025 in lieu of October 3, 2025

ITEM NO. 1.03 - PROJECT MANUAL, 00 25 13, PRE-BID CONFERENCE

- A. Paragraph 4 – Project Requirements
- a. "subparagraph b - revise to read Underground Sanitary in lieu of Hallway/Trenching
 - b. "subparagraph c - revise to read October 24th, 2025 in lieu of October 3rd, 2025
- B. Paragraph 6 – Bidders RFI's
- a. Revise to readTim Stasiek (TStasiek@elevatus.com) in lieu of Abigail Redick (Aredick@elevatus.com) with Emily Hower (Ehower@elevatus.com) copied on the emails.

ITEM NO. 1.04 - PROJECT MANUAL, 00 73 00, SUPPLEMENTARY CONDITIONS

- A. Article 9, paragraph 9.8
- "9.8.8 - revise to read Underground Sanitary in lieu of Hallway/Trenching."
 - "9.8.9 - revise to read Underground Sanitary in lieu of Hallway/Trenching."
 - "9.8.10 - revise to read 10/10/2025 in lieu of 9/19/2025"
 - "9.8.11 - revise to read 10/24/2025 in lieu of 10/3/2025"

DRAWINGS:

ITEM NO. 1.05 - DRAWING NO. A-101 Overall Floor Plan

- A. Floor Plan Notes
 - a. Addition of Floor Plan Notes 6.01
 - b. Revision to Floor Plan Notes 9.01
- B. First Floor Overall Architectural Plan
 - a. Revision to infill of concrete slab for floor trenching hatch dimensions to be 8'-0" +/- typical
 - b. Addition of existing casework
 - c. Addition of Floor Plan Note 6.01

ITEM NO. 1.06 - DRAWING NO. A-111 Architectural Plans

- A. Enlarged Demolition Plan – Restroom
 - a. Revision to Demolition Plan Note 2.07 floor trenching hatch area

ITEM NO. 2.01 – MEP Addendum #1

- A. Refer to attached MEP Addendum

Submitted By:

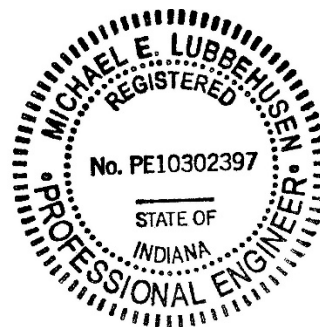
Abigail Redick, WELL AP

ELEVATUS
ARCHITECTURE

cc: ☐ File: Document2
☐ Owner:
☐ Contractor:
☐ Consultant:
☐ Consultant:



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Addendum: **1**

Date: **06/11/2024**

Project: **South Adams HS Restroom Reno**

Comm #: **25733**

The following items shall be incorporated into the specifications and drawings and are considered to be integral to the bid documents for the project. Acknowledgement of receipt of this addendum is required on the bid form.

Item #1: Drawing Sheet P102, “Underground Plumbing Demolition Plan – Area B”.

- A.** Added existing sanitary piping in art room. Refer to supplemental information sheet P102.

Item #2: Drawing Sheet P102, “Underground Plumbing Plan – Area B”.

- A.** Added existing sanitary piping in art room. Refer to supplemental information sheet P202.

SECTION 00 01 10 - TABLE OF CONTENTS

		DATE OF ISSUE	ISSUED FOR
00 01 10	Table of Contents	5/30/2025 6/11/2025	100%-CD's <u>Addendum #1</u>
DIVISION 00	BIDDING AND CONTRACTING REQUIREMENTS		
00 10 00	Notice to Bidders	5/30/2025	100% CD's
00 21 13	Instruction to Bidders	5/30/2025 <u>Addendum #1</u>	100%-CD's <u>Addendum #1</u>
00 25 13	Pre-Bid Conference	5/30/2025 6/11/2025	100%-CD's <u>Addendum #1</u>
00 41 01	Contractors Bid Form for Public Works	5/30/2025	100% CD's
-----	Indiana State Board of Accounts Form 96 (Rev. 2013)	5/30/2025	100% CD's
00 43 00	Supplemental Bid proposal Form	5/30/2025	100% CD's
00 43 10	Bidders Checklist	5/30/2025	100% CD's
00 43 15	Escrow Agreement	5/30/2025	100% CD's
00 50 00	AIA Document A101 Attachment	5/30/2025	100% CD's
-----	AIA A101, 2017 Edition, Standard Form of Agreement Between Owner and Contractor	5/30/2025	100% CD's
00 72 00	General Conditions	5/30/2025	100% CD's
-----	AIA A201, 2017 Edition, General Conditions of the Contract for Construction	5/30/2025	100% CD's
00 73 00	Supplementary Conditions	5/30/2025 <u>Addendum #1</u>	100%-CD's <u>Addendum #1</u>
DIVISION 01	GENERAL REQUIREMENTS		
01 11 00	Summary of Work	5/30/2025	100% CD's
01 21 00	Allowances	5/30/2025	100% CD's
01 22 00	Unit Prices	5/30/2025	100% CD's
01 25 00	Substitution Procedures	5/30/2025	100% CD's
01 25 13	Substitution Request Form	5/30/2025	100% CD's
01 26 13	Requests for Information Procedures	5/30/2025	100% CD's
01 31 13	Project Coordination	5/30/2025	100% CD's
01 31 19	Project Meetings	5/30/2025	100% CD's
01 33 00	Submittals	5/30/2025	100% CD's
01 41 19	Project Work Rules	5/30/2025	100% CD's
01 45 00	Quality Control And Testing Laboratory Services	5/30/2025	100% CD's
01 56 00	Temporary Construction Protection	5/30/2025	100% CD's
01 60 00	Products, Materials, and Equipment	5/30/2025	100% CD's
01 70 00	Project Closeout	5/30/2025	100% CD's
01 73 29	Cutting and Patching	5/30/2025	100% CD's

01 74 13	Construction Cleaning	5/30/2025	100% CD's
01 74 19	Construction Waste Management and Disposal	5/30/2025	100% CD's
DIVISIONS 02-26	REFER TO DRAWING SPECS		

END OF TOC

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 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.

1.02 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.

1.03 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.

1.04 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.

1.05 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.

1.06 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 the Office of the Printer. Bidders have the option to purchase printed sets of Bidding Documents or electronic sets of Bidding Documents as defined by the Office of the Printer.
- 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.

1.07 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 later 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.

1.08 ALTERNATES AND UNIT PRICES

- A. Requested unit prices and alternatives are listed on the Bid Proposal Form and are described in detail under Section 01 22 00 Unit Prices and Section 01 23 00, Alternates. NOTE: The terms "alternate" and "alternative" are used interchangeably in this Project Manual and on the Drawings.
- B. The cost of each Alternate shall include omissions, additions, and adjustments of trades as may be necessary because of each change, substitution, addition, or omission.
- C. Each bidder shall be responsible for bidding alternatives which affect the Work. No additional monies will be allowed after signing of contracts for failure to bid applicable Alternatives.
- D. If, during the progress of the Work, the Owner desires to reinstate alternates not included in the Contract, the Owner reserves the right to reinstate the alternates at the price bid by the contractor. If this action is not taken in sufficient time and causes delay in the progress of the work or causes the Contractor uncontrollable and justifiable additional expense, this expense shall be negotiated and resolved with the Owner by Change Order.

1.09 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.

1.10 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.

1.11 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 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. Each bidder shall state, in his proposal, the number of calendar days which he will require to complete the Work after formal Notice to Proceed is issued or Agreement with the Owner signed. The time so stated in his Bid Proposal will be the basis of establishing a completion date in the Contract.
- 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. Alternates and Unit Prices:
1. All bidders are required to submit proposals for all requested alternates and unit prices. In the event the bidder does not desire to make a change from the base bid, he shall so indicate by using the words "No Change".
 2. Failure of any bidder to submit proposals for any requested alternate and/or unit price shall be sufficient reason for rejection of his bid or acceptance of alternate by the Owner at no additional cost to the Bid.
 3. Voluntary alternates will not be considered unless called for or approved by the Architect.
 4. Refer to Section 01 23 00, Alternates, for the complete description of alternates.
 5. Refer to Section 01 22 00, Unit Prices, for the complete description of unit prices.
- E. 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.
- F. 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.
- G. Employment Practices:
1. Bidders and sub bidders shall not discriminate in employment practices.
- H. 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 "Bid Proposal for ProjectName", 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.
- 1.12 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.
- 1.13 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(through the CM), 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).

1.14 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.

1.15 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.
- 1.16 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 in 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.

1.17 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.

1.18 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 = No later than 30 days after the signing of the Contract with the Owner.
 - 2. Time of Completion =
 - a. August 8, 2025 -- Underground Sanitary Hallway/Trenching work
 - b. October 324, 2025 - Restroom Work
 - 1) This date also determines the start of the Liquidated Damages Clause date as specified in Section 00 73 00 Supplementary Conditions, Article 9.8.7 this Project Manual.

END OF SECTION

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SECTION 00 25 13 - PRE-BID CONFERENCE

PRE-BID CONFERENCE
for the
SACS Restroom Renovations
Berne, Indiana

- A. There will be a pre-bid conference held on June 9, 2025 @ 10:00 am, at the South Adams South Adams Community Room, 1000 Parkway Street, Berne, IN 46711 consisting of review of the project. At this time the Owner's representatives and Architect will discuss the project requirements and procedures. Contractors are highly encouraged to attend. Failure to attend does not relieve the bidder from the responsibility to carry out the work in the manner discussed at the conference. This pre-bid conference does not relieve the bidders to the on-site inspection of the project requirements.
- B. Pre-bid conference shall be in person only.
1. Typical Agenda:
 - a. Introductions:
 - 1) Owners Representative:
 - 2) Project Architect:
 - 3) Project CA Coordinator:
 - b. Description of Project:
 - 1) Owner Comments
 - 2) Architectural
 - 3) Mechanical/Plumbing
 - 4) Electrical
 2. Bid Due Date:
 - a. Bids will be accepted at the date, time and place indicated in the Invitation to Bid.
 3. Instructions to Bidders:
 - a. Review bidding requirements, bonds, bid proposal forms, insurance requirements, etc.
 4. Project Requirements:
 - a. Start Date for the project is no later than 30 calendar days after the signing of the Agreement or the official Notice to Proceed from the Owner
 - b. Substantial Completion date for the Hallway/Trenching Underground Sanitary portion of the project shall be no later than August 8, 2025
 - c. Substantial Completion date for the Restroom portion of the project shall be no later than October 24th, 2025. ~~October 3rd, 2025~~
 5. Contract Information:
 - a. AIA A101 Standard Form of Agreement Between Owner and Contractor
 6. Bidders RFI's: Questions shall be sent to Tim Stasiek (TStasiek@elevatus.com) Abigail Redick (Aredick@elevatus.com) ~~with Emily Hower (Ehower@elevatus.com) copied on the emails.~~
 - a. Final RFI's due June 12, 2025

7. Addendum ##:
 - a. Addendum #1 - Issued on or around June 11, 2025
 - b. Addendum #2 - Issued on or around June 13, 2025
8. Other Items
9. Bidders Questions

END OF SECTION

SECTION 00 73 00 - 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-rate 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."

ARTICLE 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

3.12.1.1 (add) "The Architect does not "approve" shop drawings or product data; they are "reviewed" for conformance with the Contract Documents to demonstrate how the Contractor proposes to conform to the Contract Documents. Where the word "approve" or "approved" is used in this Article 3.12, it shall be replaced with the word "review" or "reviewed."

3.12.5.1 (add) "The Architect is not responsible for reviewing MSDS or SDS and their chemical information for products. Do not submit these items. The Architect will reject all submittals and product data with the MSDS or SDS attached to the submittals. Refer to Article 1.4 herein for directions about MSDS and SDS sheets.

3.12.6.1 (add) "If it is determined that the Contractor did not review the shop drawings or product data, they will be promptly returned to the Contractor without review."

3.12.7 Replace the word "...approved..." with the word "...reviewed..."

3.12.8 Replace the words "...approved..." and "...approval" in this paragraph to read "...reviewed..." and "...review..."

3.12.9.1 (add) "Shop Drawings, Product Data, Samples or similar submittals, which are indicated "Revise and Resubmit" by the Architect or reviewer, shall be resubmitted within seven (7) calendar days from the date of initial review."

3.13 USE OF SITE

Delete this Paragraph in its entirety. Refer to Section 01 33 00 - 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."

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 01 30 00, 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 - 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 triplicate, 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, (or) and 3) City (or County if applicable) of Berne, Claims Form available from the city Clerk's office located in Berne, Indiana

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 \$500 per calendar day past the stated Final Completion date, excluding federally or state recognized holidays."

~~9.8.8 (Add) Hallway/Trenching Work Substantial Completion Date: 7/25/2025~~

~~9.8.8 (Add) Underground Sanitary Work Substantial Completion Date: 7/25/2025~~

~~9.8.9 (Add) Hallway/Trenching Work Final Completion Date: 8/8/2025~~

~~9.8.9 (Add) Underground Sanitary Work Final Completion Date: 8/8/2025~~

9.8.10 (Add) Restroom Substantial Completion Date: 9/19/2025 10/10/2025

9.8.11 (Add) Restroom Final Completion Date: 10/3/2025 10/24/2025

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:

- a. 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:

- a. 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 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 un-financed 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 <Indiana><Florida><Missouri><North Carolina><South Dakota> 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

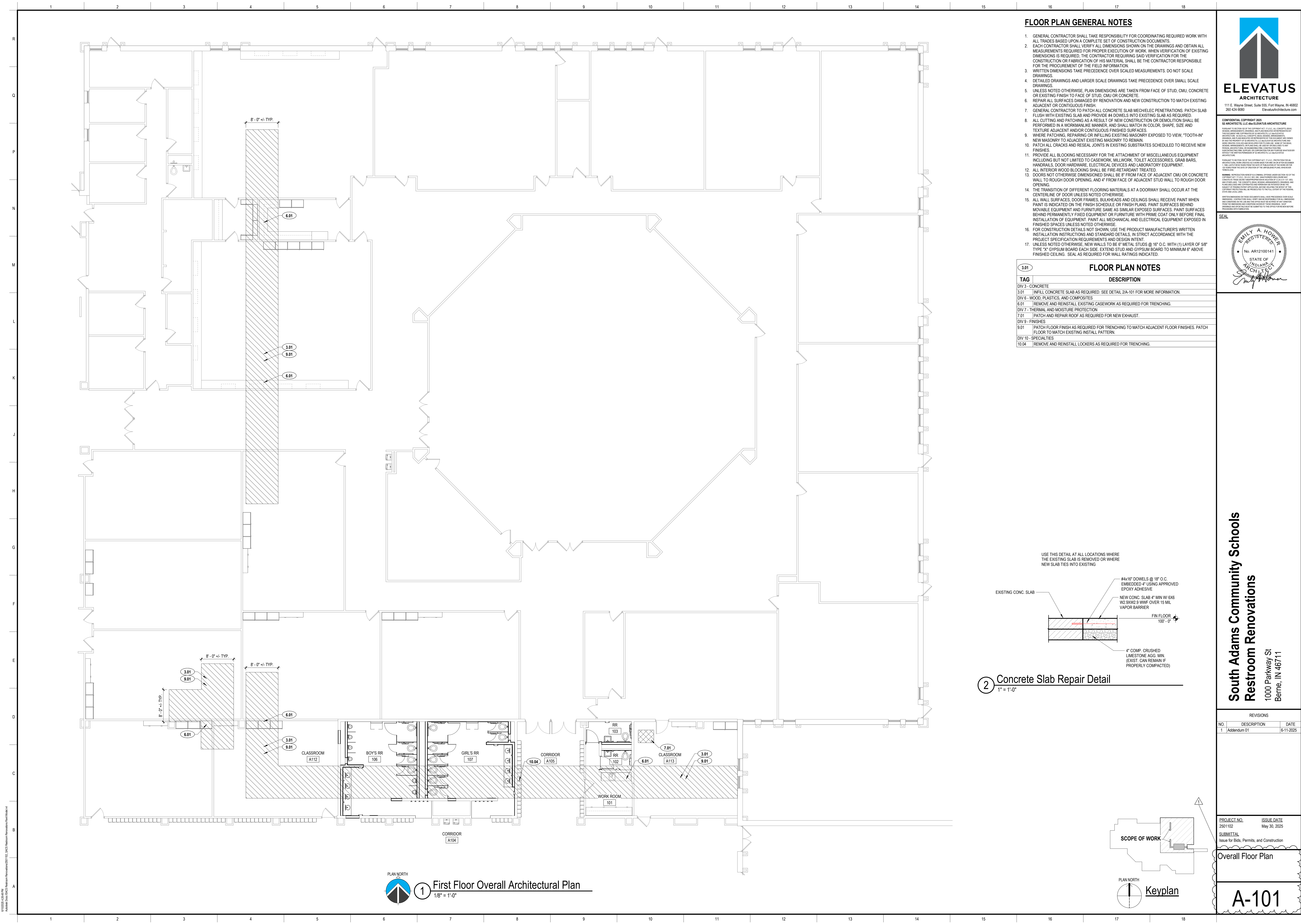
Delete this Paragraph in its entirety. This Paragraph does not apply to this Project. References to Paragraph 4.6 and arbitration elsewhere in the Contract Documents shall also be deleted and are not applicable for this Project.

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.

END OF SECTION

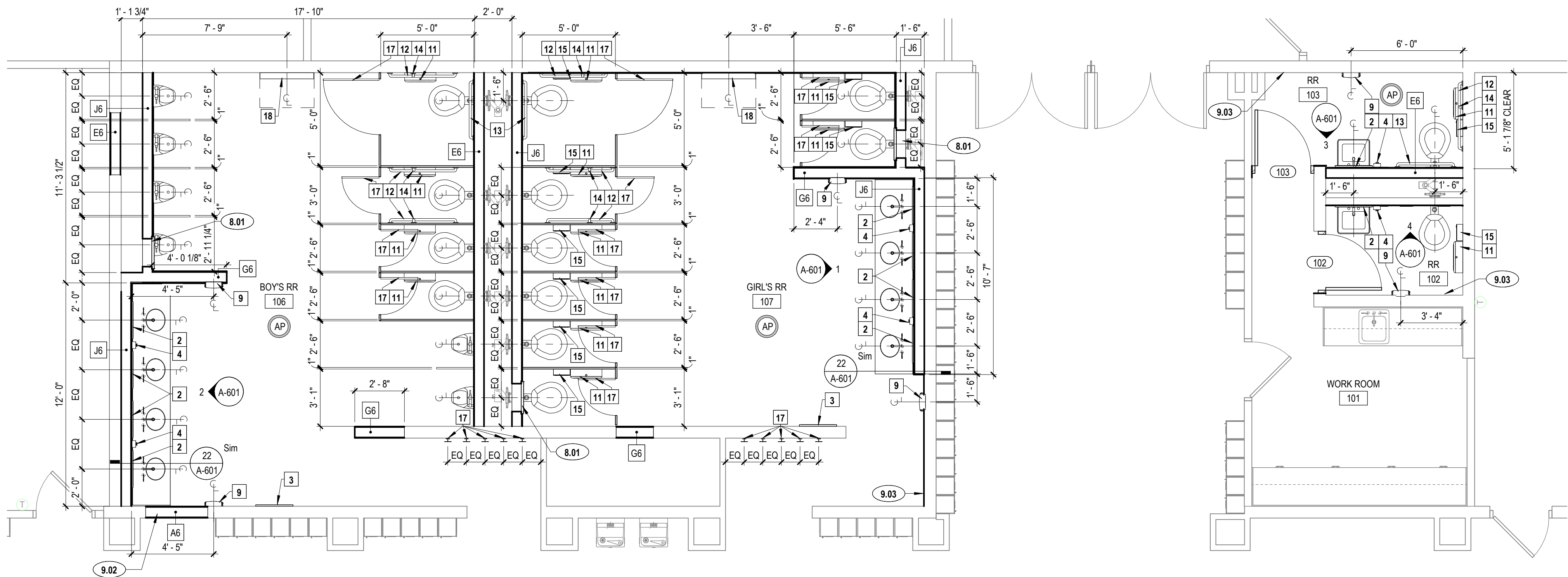


TOILET ACCESSORIES SCHEDULE				
TAG	MODEL NO. (B-BORRICK)	DESCRIPTION	SUPPLIED BY	INSTALLED BY
2	B-165-2436	STAINLESS STEEL CHANNEL FRAMED MIRROR, CENTER OVER SINK, REFER TO ACCESSIBILITY DIAGRAMS FOR MOUNTING HEIGHTS.	CONTRACTOR	CONTRACTOR
3	B-165-2460	STAINLESS STEEL CHANNEL FRAMED MIRROR, FULL LENGTH, REFER TO ACCESSIBILITY DIAGRAMS FOR MOUNTING HEIGHTS.	CONTRACTOR	CONTRACTOR
4	B-2111	SURFACE MOUNTED SOAP DISPENSER, MOUNT TOP OF UNIT @ 50 7/8" AFF.	OWNER	CONTRACTOR
9	WORLD DRYER Q-974A2	H-SPEED SURFACE-MOUNTED HAND DRYER, MOUNT BOTTOM EDGE OF UNIT @ 37" AFF.	OWNER	CONTRACTOR
11	B-2892	SURFACE-MOUNTED TWIN JUMBO-ROLL TOILET TISSUE DISPENSER, REFER TO ACCESSIBILITY DIAGRAMS FOR MOUNTING HEIGHT.	OWNER	CONTRACTOR
12	B-6806-99	42" GRAB BAR, CONCEALED MOUNTING WITH SNAP FLANGE AND PEENED NON-SLIP GRIPPING SURFACE, REFER TO ACCESSIBILITY DIAGRAMS FOR MOUNTING HEIGHT.	CONTRACTOR	CONTRACTOR
13	B-6806-99	36" GRAB BAR, CONCEALED MOUNTING WITH SNAP FLANGE AND PEENED NON-SLIP GRIPPING SURFACE, REFER TO ACCESSIBILITY DIAGRAMS FOR MOUNTING HEIGHT.	CONTRACTOR	CONTRACTOR
14	B-6806-99	18" GRAB BAR, CONCEALED MOUNTING WITH SNAP FLANGE AND PEENED NON-SLIP GRIPPING SURFACE, REFER TO ACCESSIBILITY DIAGRAMS FOR MOUNTING HEIGHT.	CONTRACTOR	CONTRACTOR
15	B-254	SURFACE-MOUNTED SANITARY NAPKIN DISPOSAL, REFER TO ACCESSIBILITY DIAGRAMS FOR MOUNTING HEIGHT.	OWNER	CONTRACTOR
17	B-212	CLOTHES HOOK WITH BUMPER, MOUNTED 48" AFF. (66" A.F.F. AT NON-ACCESSIBLE STALLS).	CONTRACTOR	CONTRACTOR
18	KOMLA KARE KB200-01SS	BABY CHANGE STATION, MOUNTED 35" A.F.F. TO TOP OF BED. COLOR: GREY 01.	OWNER	CONTRACTOR

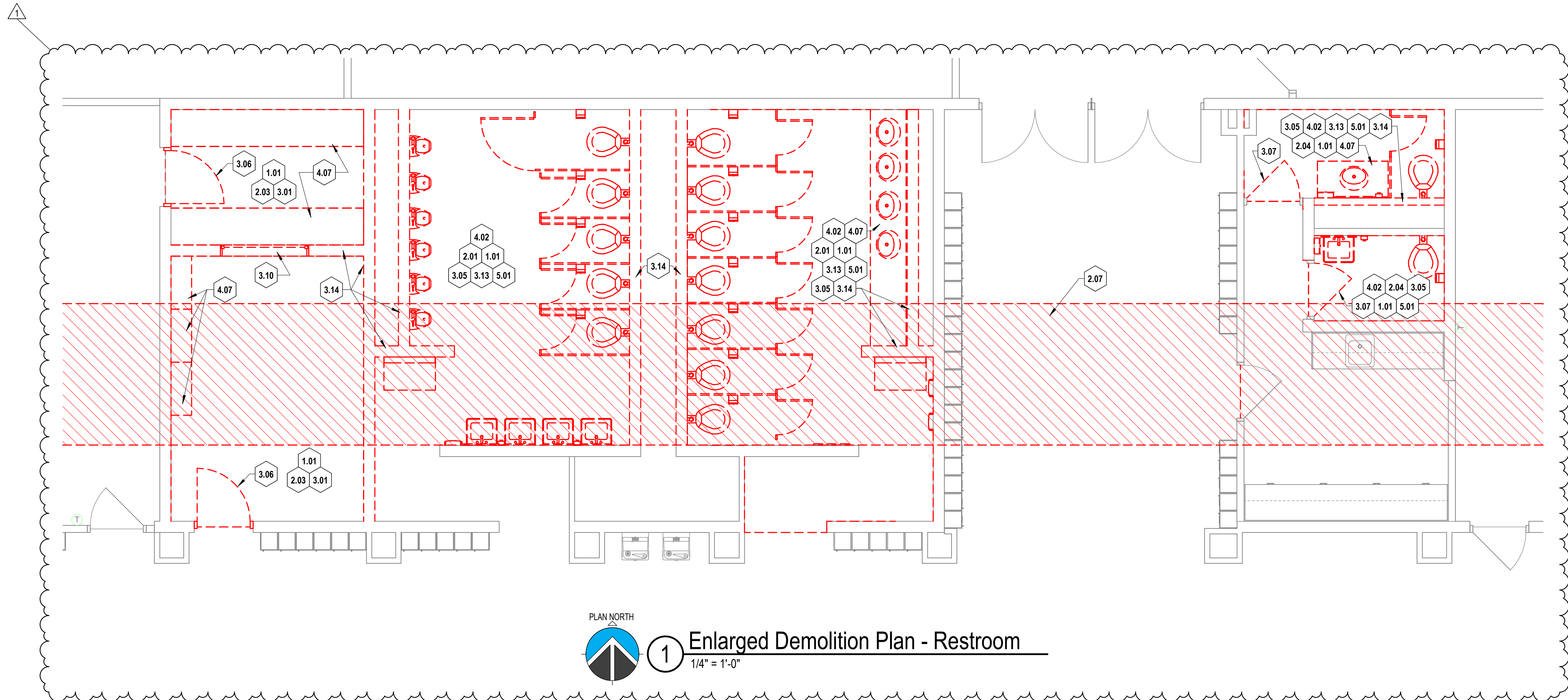
FLOOR PLAN NOTES	
TAG	DESCRIPTION
3.01	OPENINGS
8.01	ACCESS PANEL, 18" x 18", SILL @ 44" AFF
9.02	FINISHES
9.02	WALL INFILL AT THIS LOCATION TO HAVE 1 HOUR FIRE RATING. SEE PARTITION DIAGRAM FOR RATING CRITERIA.
9.03	PATCH WALL AS REQUIRED AT REMOVE BASEBOARD HEATER LOCATION.
DEMOLITION PLAN NOTES	
TAG	DESCRIPTION
1.01	CEILING DEMOLITION
1.01	REMOVE ACOUSTICAL LAY-IN CEILING SYSTEM, PANELS, GRID AND ALL RELATED HANGERS AND SUPPORTS.
FLOORING DEMOLITION	
2.01	REMOVE EPOXY FLOOR AND WALL BASE. CLEAN/PREP SUBFLOOR TO ACCEPT NEW FLOORING AS SCHEDULED.
2.03	REMOVE CARPET AND ALL RELATED ADHESIVE. CLEAN/PREP SUBFLOOR TO ACCEPT NEW FLOORING AS SCHEDULED.
2.04	REMOVE CERAMIC TILE FLOORING. CLEAN/PREP SUBFLOOR TO ACCEPT NEW FLOORING AS SCHEDULED.
2.07	REMOVE CONCRETE SLAB AS REQUIRED FOR NEW PLUMBING WORK. SEE PLUMBING DOCUMENTS FOR ADDITIONAL INFORMATION AND EXTENTS.
PARTITION DEMOLITION	
3.01	REMOVE RESILIENT WALL BASE. PATCH/REPAIR WALL SURFACE TO ACCEPT NEW FINISHES AS SCHEDULED.
3.05	REMOVE CERAMIC WALL TILE. PATCH/REPAIR WALL SURFACE TO ACCEPT NEW FINISHES AS SCHEDULED.
3.06	REMOVE DOOR(S) AND FRAME. OFFER DOOR(S) AND HARDWARE TO OWNER BEFORE DISPOSING.
3.07	REMOVE DOOR(S), FRAME TO REMAIN. PROTECT DURING CONSTRUCTION REPAIR/REPLACE DAMAGED COMPONENTS AT CONCLUSION OF THE WORK. OFFER DOOR(S) AND HARDWARE TO OWNER BEFORE DISPOSING.
3.10	WINDOW, GLAZING AND FRAME TO BE REMOVED AND SALVAGED BY OWNER.
3.13	REMOVE ALL TOILET PARTITIONS IN THEIR ENTIRETY. PATCH AND REPAIR WALL SURFACES TO ACCEPT NEW FINISHES AS SCHEDULE. OFFER TO OWNER BEFORE DISPOSAL.
3.14	REMOVE WALL IN ITS ENTIRETY. PATCH AND REPAIR ADJACENT WALL SURFACES TO ACCEPT NEW FINISHES AS SCHEDULE. OFFER TO OWNER BEFORE DISPOSAL.
UTILITY DEMOLITION	
4.02	REMOVE ALL TOILET ACCESSORIES. OFFER TO OWNER BEFORE DISPOSING.
4.07	BASE CABINET(S), COUNTERTOP AND WALL CABINET(S) TO BE REMOVED AND SALVAGED BY OWNER.
5.01	REMOVE ALL PLUMBING FIXTURE(S). SEE PLUMBING DOCUMENTS FOR MORE INFORMATION.

FLOOR PLAN GENERAL NOTES	
1.	GENERAL CONTRACTOR SHALL TAKE RESPONSIBILITY FOR COORDINATING REQUIRED WORK WITH ALL TRADES BASED UPON A COMPLETE SET OF CONSTRUCTION DOCUMENTS.
2.	EACH CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE DRAWINGS AND OBTAIN ALL MEASUREMENTS REQUIRED FOR PROPER EXECUTION OF WORK. WHEN VERIFICATION OF EXISTING DIMENSIONS IS REQUIRED, THE CONTRACTOR REQUIRING SAID VERIFICATION FOR THE CONSTRUCTION OR FABRICATION OF HIS MATERIAL SHALL BE THE CONTRACTOR RESPONSIBLE FOR THE PROCUREMENT OF THE FIELD INFORMATION.
3.	WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED MEASUREMENTS. DO NOT SCALE DRAWINGS.
4.	DETAILS, DIMENSIONS AND LARGER SCALE DRAWINGS TAKE PRECEDENCE OVER SMALL SCALE DRAWINGS.
5.	UNLESS NOTED OTHERWISE, PLAN DIMENSIONS ARE TAKEN FROM FACE OF STUD, CMU, CONCRETE OR EXISTING FINISH TO FACE OF STUD, CMU OR CONCRETE.
6.	REPAIR ALL SURFACES DAMAGED BY RENOVATION AND NEW CONSTRUCTION TO MATCH EXISTING ADJACENT OR CONTIGUOUS FINISH.
7.	GENERAL CONTRACTOR TO PATCH ALL CONCRETE SLAB MECH/ELEC PENETRATIONS. PATCH SLAB FLUSH WITH EXISTING SLAB AND PROVIDE #4 DOWELS INTO EXISTING SLAB AS REQUIRED.
8.	ALL CUTTING AND PATCHING AS A RESULT OF NEW CONSTRUCTION OR DEMOLITION SHALL BE PERFORMED IN A WORKMANLIKE MANNER, AND SHALL MATCH IN COLOR, SHAPE, SIZE AND TEXTURE ADJACENT AND/OR CONTIGUOUS FINISHED SURFACES.
9.	WHERE PATCHING, REPAIRING OR INFILLING EXISTING MASONRY EXPOSED TO VIEW, "TOOTH-IN" NEW MASONRY TO ADJACENT EXISTING MASONRY TO REMAIN.
10.	PATCH ALL CRACKS AND RESEAL JOINTS IN EXISTING SUBSTRATES SCHEDULED TO RECEIVE NEW FINISHES.
11.	PROVIDE ALL BLOCKING NECESSARY FOR THE ATTACHMENT OF MISCELLANEOUS EQUIPMENT INCLUDING BUT NOT LIMITED TO CASEWORK, MILLWORK, TOILET ACCESSORIES, GRAB BARS, HANDRAILS, DOOR HARDWARE, ELECTRICAL DEVICES AND LABORATORY EQUIPMENT.
12.	ALL INTERIOR WOOD BLOCKING SHALL BE FIRE-RETARDANT TREATED.
13.	DOORS NOT OTHERWISE DIMENSIONED SHALL BE #2 FROM FACE OF ADJACENT CMU OR CONCRETE WALL TO ROUGH DOOR OPENING, AND 4" FROM FACE OF ADJACENT STUD WALL TO ROUGH DOOR OPENING.
14.	THE TRANSITION OF DIFFERENT FLOORING MATERIALS AT A DOORWAY SHALL OCCUR AT THE CENTERLINE OF DOOR UNLESS NOTED OTHERWISE.
15.	ALL WALL SURFACES, DOOR FRAMES, BULKHEADS AND CEILINGS SHALL RECEIVE PAINT WHEN PAINT IS INDICATED ON THE FINISH SCHEDULE OR FINISH PLANS. PAINT SURFACES BEHIND MOVABLE EQUIPMENT AND FURNITURE SAME AS SIMILAR EXPOSED SURFACES. PAINT SURFACES BEHIND PERMANENTLY FIXED EQUIPMENT OR FURNITURE WITH PRIME COAT ONLY BEFORE FINAL INSTALLATION OF EQUIPMENT. PAINT ALL MECHANICAL AND ELECTRICAL EQUIPMENT EXPOSED IN FINISHED SPACES UNLESS NOTED OTHERWISE.
16.	FOR CONSTRUCTION DETAILS NOT SHOWN, USE THE PRODUCT MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND STANDARD DETAILS, IN STRICT ACCORDANCE WITH THE PROJECT SPECIFICATION REQUIREMENTS AND DESIGN INTENT.
17.	UNLESS NOTED OTHERWISE, NEW WALLS TO BE 6" METAL STUDS @ 16" O.C. WITH (1) LAYER OF 5/8" TYPE "X" GYPSUM BOARD EACH SIDE. EXTEND STUD AND GYPSUM BOARD TO MINIMUM 6" ABOVE FINISHED CEILING. SEAL AS REQUIRED FOR WALL RATINGS INDICATED.

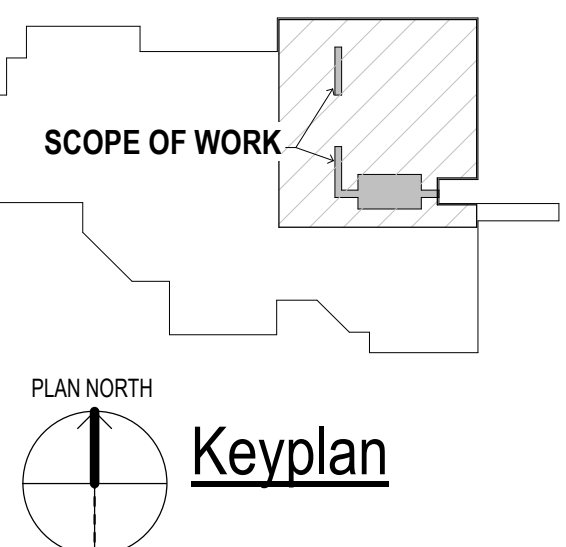
DEMOLITION GENERAL NOTES	
1.	DEMOLITION PLANS SHALL SERVE TO AID IN EVALUATION OF THE WORK AND EXTENT OF DEMOLITION BUT SHALL NOT BE HELD TO BE ALL INCLUSIVE. FIELD VERIFY EXISTING CONDITIONS. DEMOLITION AND REMOVALS AS REQUIRED FOR INSTALLATION OF THE NEW WORK AND FINISHES INDICATED WHETHER OR NOT SPECIFICALLY NOTED IN THESE DRAWINGS.
2.	SCHEDULED DEMOLITION WORK EFFECTING OCCUPIED AREAS OF THE FACILITY IN ADVANCE WITH THE OWNER THROUGH CONSTRUCTION/PROJECT MANAGER. REFER TO SPECIFICATIONS.
3.	FINISH REMOVAL NOTES APPLY TO PARTITIONS/WALLS THAT REMAIN. REMOVE ALL FINISHES FROM WALLS THAT REMAIN WITHIN THE LIMIT OF CONSTRUCTION, UNLESS NOTED OTHERWISE.
4.	REMOVE INTERIOR WALLS/PARTITIONS ENTIRELY FROM DECK ABOVE TO DECK BELOW.
5.	WHERE WALLS, PARTITIONS, FLOORING, ACCESSORIES OR OTHER TYPES OF CONSTRUCTION ARE REMOVED, PATCH AND REPAIR ADJACENT AREAS AS REQUIRED TO RECEIVE NEW CONSTRUCTION OR FINISHES AND TO MATCH ADJACENT SURFACES. MAINTAIN ALL EXISTING AND REQUIRED FIRE RATED CONSTRUCTION THROUGHOUT.
6.	WHERE NEW FLOOR FINISHES ARE SCHEDULED OR INDICATED, REMOVE ALL EXISTING FLOOR FINISHES AND PREPARE A CLEAN SLAB TO RECEIVE NEW FLOOR FINISHES IN ACCORDANCE WITH THE NEW FLOOR FINISH MANUFACTURER'S WRITTEN RECOMMENDATIONS UNLESS NOTED OTHERWISE. PROPER PREPARATION OF EXISTING SURFACES SHALL INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF ACCUMULATED ADHESIVES & MASTICS, FILLING AND REPAIR OF CRACKS & VOIDS, SURFACE RESTORATION, THOROUGH CLEANING, ETC. & OTHER PROCEDURES AS MAY BE RECOMMENDED BY MANUFACTURER OF NEW FLOORING.
7.	UNLESS NOTED OTHERWISE, REMOVE ALL EXISTING ACCESSORIES & HARDWARE. PATCH & REPAIR ALL SURFACES TO RECEIVE NEW FINISHES.
8.	OFFER REMOVED ITEMS SUCH AS DOORS, HARDWARE, PLUMBING FIXTURES AND TOILET ACCESSORIES TO OWNER BEFORE REMOVAL FROM THE SITE. DETERMINE SALVAGE ITEMS WITH THE OWNER BEFORE DEMOLITION BEGINS. ALL ITEMS NOT DISPOSED BY OWNER SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE LEGALLY DISPOSED OF OFF SITE.
9.	PROTECT ALL ITEMS TO REMAIN AND REPAIR/REPLACE ANY DAMAGED ITEMS OR CONSTRUCTION.
10.	REPLACE FIREPROOFING OF STRUCTURAL MEMBERS DISPLACED DURING DEMOLITION AND CONSTRUCTION.
11.	GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE WORK WITH OTHER TRADES.
12.	CONTRACTOR SHALL PROVIDE TEMPORARY SHORING AS NECESSARY TO COMPLETE THE WORK.
13.	ALL TRADES ARE RESPONSIBLE FOR SECURING CHASES AND RISERS BEFORE DEMOLITION WORK PROCEEDS TO PREVENT DEBRIS FROM FALLING THROUGH INTO SPACES BELOW.
14.	CAP AND REROUTE EXISTING UTILITY SERVICES LOCATED IN WALLS, CEILINGS, OR FLOORS TO BE REMOVED, AS REQUIRED FOR NEW CONDITIONS AND IN ACCORDANCE WITH APPLICABLE CODES.
15.	HOLES LEFT IN CONCRETE FLOORS FROM REMOVED ITEMS SUCH AS PLUMBING PIPES, CONDUITS, ETC. SHALL BE PATCHED BY GENERAL CONTRACTOR.
16.	REFER TO ENGINEERING DRAWINGS FOR RELATED WORK AND ITEMS TO BE REMOVED OR RE-INSTALLED IN NEW CONSTRUCTION. COORDINATE TEMPORARY LIGHTING, COMMUNICATION AND MECHANICAL SYSTEMS WITH OTHER TRADES. MAINTAIN ALL LIFE SAFETY DEVICES.
17.	REMOVE ABANDONED UTILITY SERVICES, SUCH AS ELECTRICAL, PLUMBING, GAS LINES, AND MECHANICAL DUCTWORK, DISCOVERED AND NOT SCHEDULED FOR REUSE BACK TO THEIR SOURCE (INCLUDING ALL HANGARS, STRAPS, WIRES, ETC.). MAINTAIN ANY SYSTEM SERVICING ADJACENT BUILDING AREAS THAT ARE NOT INCLUDED IN THE CONTRACT; REROUTE AS REQUIRED. SEE ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION.
18.	PROVIDE ALL NECESSARY DEMOLITION OF EXISTING CONSTRUCTION FOR NEW UTILITY SERVICES AS REQUIRED.
19.	COORDINATE LOCATION AND SIZE OF ALL REQUIRED OPENINGS IN EXISTING FLOOR SYSTEM BETWEEN ARCHITECTURAL FLOOR PLAN AND ENGINEERING DRAWINGS.



PLAN NORTH
2 Enlarged Plan - Restroom
1/4" = 1'-0"



PLAN NORTH
1 Enlarged Demolition Plan - Restroom
1/4" = 1'-0"



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REVISIONS

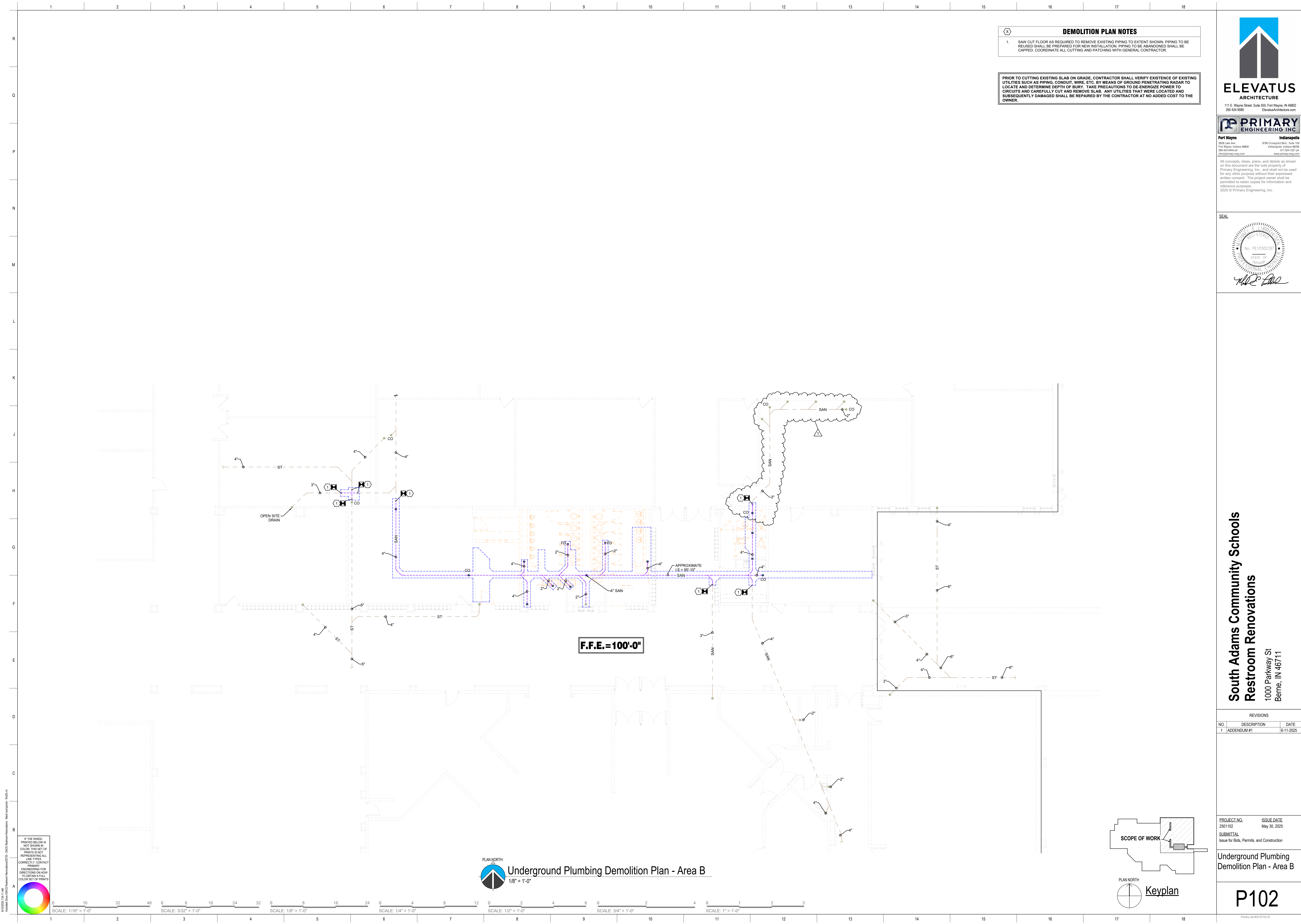
NO.	DESCRIPTION	DATE
1	Addendum 01	6-11-2025

PROJECT NO. 2501102
SUBMITTAL Issue for Bids, Permits, and Construction

ISSUE DATE May 30, 2025

Architectural Plans

A-111



DEMOLITION PLAN NOTES

1. SAW CUT FLOOR AS REQUIRED TO REMOVE EXISTING PIPING TO EXTENT SHOWN. PIPING TO BE REUSED SHALL BE PREPARED FOR NEW INSTALLATION. PIPING TO BE ABANDONED SHALL BE CAPPED. COORDINATE ALL CUTTING AND PATCHING WITH GENERAL CONTRACTOR.

PRIOR TO CUTTING EXISTING SLAB ON GRADE, CONTRACTOR SHALL VERIFY EXISTENCE OF EXISTING UTILITIES SUCH AS PIPING, CONDUIT, WIRE, ETC. BY MEANS OF GROUND PENETRATING RADAR TO LOCATE AND DETERMINE DEPTH OF BURY. TAKE PRECAUTIONS TO DE-ENERGIZE POWER TO CIRCUITS AND CAREFULLY CUT AND REMOVE SLAB. ANY UTILITIES THAT WERE LOCATED AND SUBSEQUENTLY DAMAGED SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDED COST TO THE OWNER.

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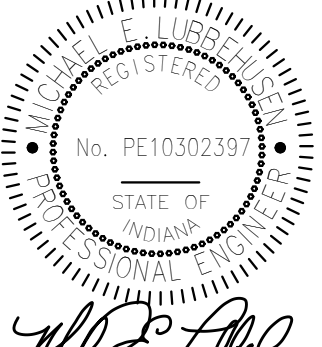
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STATE OF INDIANA
Primary Engineering Inc.

**South Adams Community Schools
Restroom Renovations**
1000 Parkway St
Bene, IN 46711

REVISIONS		
NO.	DESCRIPTION	DATE
1	ADDENDUM #1	6-11-2025

PROJECT NO.
2501102

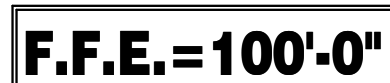
ISSUE DATE
May 30, 2025

SUBMITTAL
Issue for Bids, Permits, and Construction


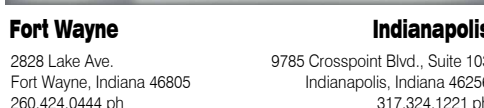
Underground Plumbing
Demolition Plan - Area B

P102

Primary Job #202303 Rev 05



PRIOR TO CUTTING EXISTING SLAB ON GRADE, CONTRACTOR SHALL VERIFY EXISTENCE OF EXISTING UTILITIES SUCH AS PIPING, CONDUIT, WIRE, ETC. BY MEANS OF GROUND PENETRATING RADAR TO LOCATE AND DETERMINE DEPTH OF BURY. TAKE PRECAUTIONS TO DE-ENERGIZE POWER TO CIRCUITS AND CAREFULLY CUT AND REMOVE SLAB. ANY UTILITIES THAT WERE LOCATED AND SUBSEQUENTLY DAMAGED SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDED COST TO THE OWNER.



1000 Parkway St
Berne, IN 46711


NO.	DESCRIPTION	DATE
1	ADDENDUM #1	6-11-2002

2501102	May 30, 2025
SUBMITTAL	

Underground Plumbing Plan - Area B

Primary Job #25733 Rv1 25

6/10/2025 7:24:12 AM


$$1/8'' = 1'-0''$$