

# Floyd County Annex Renovation

for

**Floyd County, Indiana**

## Addendum No. 01

### OWNER's TECHNICAL REP



#### **Envoy, Inc.**

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Fishers, Indiana 46308  
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[www.envoycompanies.com](http://www.envoycompanies.com)

### ARCHITECT / ENGINEER

LMH Architecture + MAR Architects  
319 Bank Street  
New Albany, Indiana 47150  
Phone: 812-945-2324  
[www.lmharchitecture.com](http://www.lmharchitecture.com)

June, 20, 2025

**Project:** Floyd County Annex Renovation

**Date:** June 20, 2025

**By:** Envoy, Inc.

## **ADDENDUM**

**Number: 01**

This addendum is based in accordance with the provisions of "The General Conditions of the Contract for Construction," Article 1, "Contract Documents" and becomes a part of the Contract Documents as provided therein. Bids will be received at the Floyd County in the Commissioner's Office located at 2524 Corydon Pike, Suite 104, New Albany, IN 47150 until **6:00 p.m.** (local time) on **Tuesday July 15, 2025.**

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**Included with this Addendum are the following Notes and Clarifications:**

- 1. Division 00 and 01 Specification per the Envoy Addendum dated June 20, 2025.**
- 2. Reminder that all bids need to be submitted in sealed envelopes to the place noted in the Bid Documents. Please follow the checklist for all items required which include the State Form 96, Supplemental Bid Form per Section 004200, Financial Statement, and Bid Bond. 2 copies. Please refer to Section 00 12 00 for the full scope of work.**
- 3. The bid date is not intended to be extended. Contract awards are intended to be made September 19 and Notice to Proceeds soon after.**
- 4. Link for Pre-Bid RFE Log.**  
<https://docs.google.com/spreadsheets/d/1IROLdUOvv9iZs7cXWyBPlhrefqkKg-SNIIKV7xginHo/edit?usp=sharing>

# Floyd County Annex Renovation

For

**Floyd County**

**New Albany, Indiana**

## Project Manual Volume I

OWNER's TECHNICAL REP

**Envoy, Inc.**

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Construction Documents  
Divisions 0 - 1  
for

# Floyd County Annex Renovation

Envoy, Inc.  
Project No. 231010

**Prepared For**

Floyd County Commissioners  
2524 Corydon Pike Suite 204  
New Albany, IN 47150

**Prepared By**

Envoy, Inc.  
8890 E 116<sup>th</sup> St Suite 250  
Fishers, IN 46038  
Phone: 317.594.4600  
Fax: 317.594.4601



# **Floyd County Annex Renovation**

## TITLE PAGE

### TITLE AND LOCATION OF THE WORK

Floyd County Annex Renovation  
120 W Spring St  
New Albany, IN 47150

### NAME AND ADDRESS OF OWNER

Floyd County Commissioners  
2524 Corydon Pike Suite 204  
New Albany, IN 47150

### NAME AND ADDRESS OF ARCHITECT & ENGINEER

LMH Architecture + MAR Architects  
319 Bank St  
New Albany, IN 47150  
Phone: 812-945-2324

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

**PART 1**        **GENERAL**

1.01            Description

- A.        The Instructions to Bidders for this project are the "Instructions to Bidders," AIA Document A701, 1997 Edition, a copy of which is bound herewith.

**PART 2**        **PRODUCTS**

NOT USED

**PART 3**        **EXECUTION**

NOT USED

**END OF SECTION**

# AIA<sup>®</sup> Document A701<sup>®</sup> – 2018

## Instructions to Bidders

for the following Project:  
(Name, location, and detailed description)

Floyd County Annex Renovation  
120 W Spring St  
New Albany, IN 47150

### THE OWNER:

(Name, legal status, address, and other information)

Floyd County Commissioners  
2524 Corydon Pike  
Suite 204  
New Albany, IN 47150

### THE ARCHITECT:

(Name, legal status, address, and other information)

LMH Architecture + MAR Architects  
319 Bank St  
New Albany, IN 47150

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### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents

in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

**§ 3.1.3** Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

**§ 3.1.4** Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

**§ 3.1.5** The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

## **§ 3.2 Modification or Interpretation of Bidding Documents**

**§ 3.2.1** The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

**§ 3.2.2** Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

**§ 3.2.3** Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

## **§ 3.3 Substitutions**

**§ 3.3.1** 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.

### **§ 3.3.2 Substitution Process**

**§ 3.3.2.1** Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

**§ 3.3.2.2** Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

**§ 3.3.2.3** If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

**§ 3.3.3** The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**§ 3.3.4** If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.



**§ 3.3.5** No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### **§ 3.4 Addenda**

**§ 3.4.1** Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

**§ 3.4.2** Addenda will be available where Bidding Documents are on file.

**§ 3.4.3** Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

**§ 3.4.4** Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### **ARTICLE 4 BIDDING PROCEDURES**

#### **§ 4.1 Preparation of Bids**

**§ 4.1.1** Bids shall be submitted on the forms included with or identified in the Bidding Documents.

**§ 4.1.2** All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

**§ 4.1.3** Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

**§ 4.1.4** Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

**§ 4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

**§ 4.1.6** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

**§ 4.1.7** Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

**§ 4.1.8** A Bidder shall incur all costs associated with the preparation of its Bid.

#### **§ 4.2 Bid Security**

**§ 4.2.1** Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

**§ 4.2.2** The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

**§ 4.2.3** If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 4.2.4** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning [redacted] days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### **§ 4.3 Submission of Bids**

**§ 4.3.1** A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

[redacted]

**§ 4.3.2** Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

**§ 4.3.3** Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

**§ 4.3.4** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**§ 4.3.5** A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### **§ 4.4 Modification or Withdrawal of Bid**

**§ 4.4.1** Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

**§ 4.4.2** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

[redacted]

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received

within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

## **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

## **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*



### § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*



- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*



- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*



- .4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number

Title

Date

.6 Specifications

Section

Title

Date

Pages

.7 Addenda:

Number

Date

Pages

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

[ ] The Sustainability Plan:

Title

Date

Pages

[ ] Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

.9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

## SECTION 001113 - NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by Floyd County, Indiana("Owner") for the FLOYD COUNTY ANNEX RENOVATION PROJECT located at 120 W Spring St, New Albany, IN 47150.

Sealed bids will be received at the Floyd County Commissioners Office, 2524 Corydon Pike, Suite 204, New Albany, IN 47150 until 6:00 pm (local time) on Tuesday, July 15, 2025. Bids will be opened publicly and read aloud immediately at the Commissioners Meeting scheduled for July 15, 2025, 6:00 pm, located in the Pine View Government Center, 2524 Corydon Pike, Suite 104, New Albany, IN 47150. Bids received after 6:00 pm (local time) on that day will be returned unopened.

The project will consist of one prime contract for of general trades.

Bidders shall enclose with each bid Indiana State Board of Accounts Form No. 96 (Revised 2013) with Non-Collusion Affidavit attached.

A bid security in the form of AIA Document A310 or a certified check, shall accompany the bid. The bid security shall be in the penal amount of ten percent (10%) of the total bid, including all additive alternates. Combined bids shall be computed on this basis. The Bid Bond shall be for the largest contract amount that could be awarded the Bidder. Bid security shall be forfeited if bid is withdrawn after closing time on date for receiving bids.

Each successful bidder is required to furnish a satisfactory AIA Document A312 Performance and Payment Bonds (as amended by Owner) from an acceptable surety doing business in the State of Indiana in an amount equal to one hundred percent (100%) of the full contract sum, which bond shall remain in effect until one (1) year following the Owner's final settlement with the selected bidder.

The contract documents, including Drawings and Specifications, are on file for public inspection at the offices of the Owner's Representative and Owner.

Envoy, Inc.  
8890 E 116th Street  
Suite 250  
Fishers, IN 46038  
Phone: 317.594.4600

Floyd County Commissioners  
2524 Corydon Pike, Suite 204  
New Albany, IN 47150

Bidders will be able to obtain and download documents from the **Envoy, Inc. Plan Room** through **Building Connected** software via the "Bid Opportunities" button on the web site labeled <https://www.envoycompanies.com/projects>. Should you have any questions please contact Envoy. Bidders may also obtain copies of the documents from **Eastern Engineering Supply**, 9901 Allisonville Road, Fishers, IN 46038. Phone: 317.598.0661 (Option 8) / Fax: 317.598.0630. Downloadable bidding documents are available for free by Eastern Engineering plan room at <http://distribution.easternengineering.com>. Printed copies of documents may also be purchased at the bidder's expense per the options and pricing listed on their Order page at <http://distribution.easternengineering.com>. Bidders may view additional information (including current Bidders List) regarding the project at <http://distribution.easternengineering.com>.

A pre-bid conference will be held in the 3rd floor meeting room of the Annex Building (Chase Building), 120 W. Spring Street, New Albany, IN 47150 on June 24, 2025 at 10:00 a.m. local time. Attendance by

bidders is optional, but recommended, in order to clarify or answer questions concerning the Drawings and Project Manual for the Project.

Award of each contract will be made to the lowest responsive and responsible bidder as provided by I.C. 36-1-12-4; however, the Owner reserves the right to reject any and all bids, and to waive informalities, irregularities, and errors in any bid or the bidding process to the extent permitted by law. This includes the right to extend the date and time for receipt of bids.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof as provided by I.C. 36-1-12-6(b).

Contracts awarded will be conditioned upon and subject to the successful completion of financing by the Owner in an amount sufficient to cover the cost of construction, plus all incidental expenses, and will be subject to termination, without penalty or liability, at the option of the Owner at any time after the date of execution, in the event the Owner shall determine that financing cannot be completed. The Owner is cognizant of the time limitation for awarding contracts and may give notice to proceed pursuant to I.C. 36-1-12-6.

As contracts will be awarded on or after July 15, 2015, the wage determination provisions of I.C. 5-16-7 (Common Construction Wage) do not apply to this project; however, successful bidders shall be required to comply with the provisions of House Enrolled Act 1019 (2015) as further detailed in the contract documents.

All Contractors and Sub-contractors for City, and or Township Public Work Projects in the state of Indiana with contracts valued at over \$300,000 MUST be pre-qualified through the Public Works Certification Board. Pre-qualification requires submission of an application for review by the Public Works Certification Board members. These applications are available online ([www.in.gov/idoa/2486.htm](http://www.in.gov/idoa/2486.htm)) or by contacting the Certification Board Secretary at (317) 232-3005.

This certification must be in hand prior to performing actual work at the jobsite. Bidders can apply for certification on a monthly basis. You can reference the monthly review schedule by the Public Works Certification Board on their website. Note: Public Work Projects bid or contracted direct to the state of Indiana has a minimum pre-qualification of \$150,000.

All out-of-state corporations must have a Certificate of Authority to do business in the State, I.C. Title 23. Application forms may be obtained by contacting the Secretary of State, Corporation Division, 320 W. Washington Street, Room E018, and Indianapolis, Indiana 46204.

This notice and request for bids is dated and published June 13, 2025.

Floyd County, Indiana

By: Suzanna Worrall

## **BIDDER'S PROPOSAL AND DECLARATIONS**

Floyd County, Indiana

### **Instructions To Bidders:**

*This form shall be utilized by all Bidders. Except as otherwise specifically provided, all Parts shall be fully and accurately filled in and completed and notarized.*

Project: ***Floyd County Annex Renovation  
120 W Spring St, New Albany, Indiana***

Proposal For Construction of :

***Bid Issue #1 which includes:  
Bid Package# 1.1 General Trades Package***

Date: \_\_\_\_\_

To: **Floyd County, Indiana**

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into the Agreement with Owner substantially and materially in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Contract Time indicated in the Agreement and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement / Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Agreement with the required Performance and Payment Bonds and other documents required by the Bidding Requirements within six (6) days after the date of Owner's Notice of Award and receipt of the Agreement but not later than ten (10) days after acceptance of the Bid, except as agreed to by Owner.

C. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

D. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work.

E. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions, if any, as provided in the General Conditions. Bidder accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be



complete for Bidder's purposes. Bidder acknowledges that Owner and Architect/Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and program incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Bidder has given Architect/Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

J. Bidder agrees that if this Project includes the installation of plumbing, only a person who is a licensed plumbing contractor under Indiana Code 25-28.5-1-1 *et seq.* shall perform such installation. Bidder acknowledges that a public works contract awarded to a person who does not meet the foregoing requirement is void.

K. Bidder agrees that in accordance with Indiana Code § 36-1-12-20, in the event this Project requires creation of a trench of at least five (5) feet in depth, OSHA Regulation 29 CFR 1926, Subpart P, for Trench Safety Systems, is hereby incorporated by reference into the Contract Documents. The cost of such Trench Safety Systems shall be identified as a separate pay item, or in the pay item of the principal Work for which the Trench Safety System is associated. All such costs are included in the Contract Sum.

L. Bidder understands that Additional Declarations are included as Part 2.f. of Bidder's Itemized Proposal and Declarations to which Bidder is bound.

Part 1

**REQUEST FOR CLARIFICATION/ APPROVED EQUAL**

Floyd County, Indiana

(Submit to County no later than 5:00 p.m., \_July 8, 2025)

RFC# \_\_\_\_\_

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Engineer: \_\_\_\_\_

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone#: \_\_\_\_\_

Fax#: \_\_\_\_\_

Ref. Drawing Nos.: \_\_\_\_\_

Spec. Sect. \_\_\_\_\_

Clarification Request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved Equal Request:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Response needed by: \_\_\_\_\_

Note: All responses will be made in writing and distributed to all Bidders.

**PART 2(a)**  
**BIDDER INFORMATION**  
**(Print)**

1.1 Bidder Name: \_\_\_\_\_

1.2 Bidder Address: Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

1.3 Bidder is a/an *[mark one]*

☐ Individual ☐ Partnership ☐ Indiana Corporation

☐ Foreign (Out of State) Corporation; State: \_\_\_\_\_

☐ Joint Venture ☐ Other \_\_\_\_\_

1.4 *[The following must be answered if the Bidder or any of its partners or joint venture parties is a foreign corporation. Note: To do business in or with the Owner, foreign entities must register with the Secretary of the State of Indiana as required by the Indiana General Corporation Act as stated therein and expressed in the Attorney General's Opinion #2, dated January 23, 1958.]*

.1 Corporation Name: \_\_\_\_\_

.2 Address: \_\_\_\_\_

.3 Date registered with State of Indiana: \_\_\_\_\_

.4 Indiana Registered Agent:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**PART 2(b) BID PROPOSAL**

**SUPPLEMENTAL BID PROPOSAL FORM**

(To be attached to Indiana State Board of Accounts Form 96)

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Project: **Floyd County Annex Renovation**

I have received and carefully reviewed the Contract Documents prepared by:

LMH  
12808 Townepark Way, SU#200  
Louisville, KY 40243  
Phone: 502.581.0570

Envoy, Inc.  
8890 E 116<sup>th</sup> St, Su #150  
Fishers, IN 46038  
Phone: 317.594-4600

I have also received Addenda No's \_\_\_\_\_ and have included their provisions in my Proposal. I have examined the Documents, Drawings, and the site, and submit the following Proposal **IN DUPLICATE**.

In submitting this Proposal, I agree to the following:

1. To hold my bid open for sixty(60) days after receipt of bids.
2. To hold my bid for Alternates for sixty (60) days after award of the Contract.
3. To accept the provisions in the Instructions to Bidders, regarding Bid Security.
4. To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish Performance Bond and Labor and Material Payment Bonds in accordance with Article 7 of the Instructions to Bidders.
5. To accomplish the Work in accordance with the Contract Documents.
6. To submit Certificates of Insurance for the coverage specified.
7. To accept the Construction Manager's Construction Sequence of the Work as described on the Milestone Schedule included in the contract drawings.
8. It is recognized that this proposal is bid to the Floyd County and that the total amount or a portion thereof resulting from Base Bid and Alternative bids accepted will be assigned to Floyd County.

**BASE BID AND ALTERNATIVES:** I agree to execute the Work under each of the following Bid Package Number indicated for the lump sum amount(s) given therein. For alternative prices requested, indicate whether price is an add to or deduct from Base Bid.

**BASE BID FOR BID PACKAGE NO: 3.1 STRUCTURAL AND MISCELLANEOUS STEEL RE-BID**

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

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**ALTERNATES**

If awarded a Contract for the Work, the undersigned also proposes to furnish or to omit labor and material necessary to complete work as required by the following "Alternate Bids". Should the Bidder awarded the work fail to fill in an Alternate Price and later it is determined that the contracted work is affected by the Alternate; the Contractor will be required to perform the work for no change in Contract Price.

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ALTERNATE NO. 00      No Alternates are requested this Bid Package

ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

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We have also attached the following required submissions:

Indiana State Board of Accounts Form 96 (Revised 2013)  
Financial Statement  
Bid Security

**THIS BID SHALL BE FURNISHED IN DUPLICATE, WITH BOTH COPIES ENCLOSED IN THE SEALED BID ENVELOPE.**

**PART 2(c)**  
**CONTRACT DOCUMENTS AND ADDENDA**

- 4.1 The Bidder agrees to be bound by the terms and provisions of all Contract Documents as defined in the General Conditions and incorporates such Contract Documents herein by reference.
- 4.2 The Bidder acknowledges receipt of the following addenda:

ADDENDUM NUMBER

DATE

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**PART**  
**2(d)EXCEPTIONS**

*Instructions To Bidders:*

- 5.1     *The Bidder shall fully state each exception taken to the Specifications or other Contract Documents in Section 5.3 of this Part.*
- 5.2     *Bidder is cautioned that any exception taken by Bidder and deemed by OWNER to be a material qualification or variance from the terms of the Contract Documents may result in this Bid being rejected as non-responsive.*
- 5.3     *Exceptions:*

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**PART**  
**2(c) FINANCIAL**  
**STATEMENT**

- 6.1 Attachment of Bidder's Indiana Revised 2013 Financial Form 96 financial statement is mandatory. Any Bid submitted without a financial statement as required by statute shall thereby be rendered nonresponsive. The financial statement provided hereunder to Owner must be specific enough in detail so that Owner can make a proper determination of the Bidder's capability for completing the Work/Project if awarded. Information on Bidder's company and financial statement shall be consistent with the information requested on the State Board of Accounts Form 96 (revised 2013), entitled "Standard Questionnaires and Financial Statement for Bidders".



**PART**  
**2(f) ADDITIONAL**  
**DECLARATIONS**

- 7.1 Bidder certifies for itself and all its subcontractors, compliance with all existing laws of the United States and the State of Indiana, including Indiana Code § 5-16-6 *et seq.* prohibiting the discrimination against or intimidation of any employee or applicant for employment or subcontract work in the performance of the Work contemplated by the Agreement for this Project with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment or subcontracting because of race, religion, color, sex, disability, national origin, ancestry, age, disabled veteran status or Vietnam era veteran status. The Owner reserves the right to consider a violation of Indiana Code § 5-16-6 *et seq.*, a material breach of the Contract, as provided in Indiana Code § 22-9-1-10 and to pursue the remedies provided in applicable laws including Indiana Code §5-16-6-1 for a violation thereof and as set forth in the Affidavit of Non-Discrimination in Part 10 of Bidder's Itemized Proposal and Declarations.
- 7.2 The Bidder hereby agrees that the steel products furnished for this Project shall conform to the requirements of Indiana Code § 5-16-8 *et seq.* and as set forth in the Domestic Steel Affidavit as Part 11 of Bidder's Itemized Proposal and Declarations. By executing such Affidavit, Bidder agrees to use such steel or foundry products made in the United States for this Project, if such products are required therefore, unless Owner determines in writing that the cost of such products is deemed to be unreasonable. Bidder understands that Owner may not authorize or make any payment to a person under a contract containing the provision required by Indiana Code § 5-16-8-2 and contained in the Domestic Steel Affidavit unless the Owner is satisfied that such person has fully complied with such provision.
- 7.3 The Bidder certifies that he/she has thoroughly examined the site of the Project/Work and informed himself/herself fully regarding all conditions under which he/she will be obligated to operate and that in any way affect the Work, and knows, understands and accepts the existing conditions. The Bidder further certifies that he/she has thoroughly reviewed the Contract Documents, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning Contract Documents.
- 7.4 The individual person(s) executing this Bid Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from Bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.
- 7.5 Bidder hereby acknowledges that Indiana Code § 5-22-16.5-8 provides that a person or company is considered to be engaging in investment activities with Iran if it: 1) provides goods or services of Twenty Million Dollars (\$20,000,000.00) or more in value in the energy sector of Iran, including providing oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas; or 2)

it is a financial institution that extends or has extended Twenty Million Dollars (\$20,000,000.00) or more in credit to another party, for forty-five (45) days or more, if that other party will use the credit to provide goods or services in the energy sector in Iran and is, at the time credit is extended, identified on the list developed by the State of Indiana of parties it has determined to be engaged in investment activities in Iran. Bidder understands that pursuant to Indiana Code §5-22-16.5-11, a company that is placed on the State's list referenced above, is considered nonresponsible for purposes of submitting a bid relating to a public works project with a political subdivision and that a company's nonresponsible status ends when its name is removed from the list. Accordingly, Bidder has agreed to execute the Certification Regarding Investment Activities in Iran as Part 9 of Bidder's Itemized Proposal and Declarations and that the consequences for providing a false certification are set forth in Indiana Code §5-22-16.5-14.

7.6 Bidder hereby acknowledges that Indiana Code § 5-22-3-7 requires Contractor and any principals of Contractor to certify that except for de minimis and nonsystematic violations, they have not violated the terms of Indiana Code § 24-4.7, Indiana Code § 24-5-12, or Indiana Code § 25-5-14 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law and will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement with Owner, even if Indiana Code § 24-4.7 is preempted by federal law.

7.7 Bidder hereby acknowledges that in accordance with Indiana Code § 5-16-13 *et seq.*, all Contractors of any Tier on public works projects in the State of Indiana shall comply with the following provisions:

7.7.1 At least fifteen percent (15%) of a Prime Contractor's or General Contractor's awarded contract, as determined at the time the contract is awarded, must be accomplished by:

- 7.7.1.1: work performed by the Prime or General Contractor's employees;
- 7.7.1.2: material supplied directly by the Prime or General Contractor;
- 7.7.1.3: services supplied directly by the Prime or General Contractor's employees; or
- 7.7.1.4: any combination of the above.

7.7.2: In addition to compliance with other requirements of Indiana Code § 22-5-1 *et seq.*, Contractor and Subcontractors shall submit to Architect/Engineer, the E-Verify Case Verification Number for each individual who is required to be verified under Indiana Code §. 22-5-1.7 prior to that individual beginning work on the public works project. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is "final non-confirmation" may not be employed on the public works project.

7.7.3: Contractor and Subcontractors may not pay cash to any individual employed by the Contractor for work done by the individual on the public works project.

7.7.4: Contractor and Subcontractors must maintain general liability insurance with limits of no less than \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate provided however, that higher requirements set forth in the General Conditions shall be the minimums required of the Contractor and subcontractors.

7.7.5: Where the total amount of the contract awarded to Contractor for work on the Project is \$300,000 or more, Contractor must be qualified under either Indiana Code § 4-13.6-4 or Indiana Code § 8-23-10 before doing any work on the Project.

7.7.6: Contractor and Subcontractors must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and Indiana Code §. 22-2-2-1 through Indiana Code § 22-2-2-8 (Minimum Wage requirements).

7.7.7: Contractor and Subcontractors must be in compliance with Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34 (Workers Compensation Insurance requirements).

7.7.8: Contractor and Subcontractors must be in compliance with Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5 (Unemployment Compensation requirements).

7.7.9: For contracts that equal or exceed One Hundred Fifty Thousand and no/100's Dollars (\$150,000), Contractors of any Tier must be in compliance with Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 (Drug Testing of Employees on Public Works Contracts). This requires submission of a copy of the Employee Drug Testing Program and the executed Certification with the Bid Proposal.

7.7.10: Contractors that employ ten (10) or more employees must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment with the Contractor through:

7.7.10.1: an apprenticeship program;

7.7.10.2: a program offered by Ivy Tech Community College or Vincennes University;

7.7.10.3: a program established by or for the Contractor;

7.7.10.4: a program offered by an entity sponsored by the United States Department of Labor, Bureau of Apprenticeship and Training;

7.7.10.5: a program that results in the award of an industry recognized portable certification;

7.7.10.6: a program approved by the United States Department of Transportation; or

7.7.10.7: a program approved by the Indiana Department of Transportation.

7.7.11 Contractors of any Tier that employ fifty (50) or more journeymen shall participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following:

7.7.11.1: United States Department of Labor;

7.7.11.2: Bureau of Apprenticeship and Training;

7.7.11.3: the Indiana Department of Labor;

7.7.11.4: the United States Department of Transportation Federal Highway Administration; or

7.7.11.5: the Indiana Department of Transportation.

7.7.12: All contractors must preserve payroll and related records for a period of three (3) years after completion of the project work and leave such records open to inspection by the Department of Workforce Development.

7.7.13: A public agency that is the owner of a public works project and suspects a misclassification of one (1) or more workers by any of the contractor may request in writing that the Department of Workforce Development investigate the suspected worker misclassification. For suspected violations of E-Verify, FLSA or state minimum wage laws, the public agency shall report to the Indiana Department of Labor. For suspected violations of worker's compensation or occupational disease or unemployment insurance provisions, the public agency shall report to the Worker's Compensation Board or the Department of Workforce Development, respectively.

7.7.14: Any contractor failing to comply with the provisions of Indiana Code § 5-16-13 *et seq.* may be determined to be not responsible for future bidding requirements for a period of up to forty-eight (48) months and may be subject to additional requirements and penalties as provided in applicable law.

### **SIGNATURES**

*[Signature by or on behalf of the Bidder in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations Document and a part of the Contract Documents. SIGNATURE MUST BE PROPERLY NOTARIZED.]*

Bidders Name: \_\_\_\_\_

Written Signature: \_\_\_\_\_  
[Must be signed by principal of organization.]

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **Important - Notary Signature and Seal Required in the Space Below**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature

Residing in \_\_\_\_\_ County, State  
of \_\_\_\_\_

Printed: \_\_\_\_\_

**Part 2(g)**

**AFFIDAVIT OF NON-COLLUSION**

The individual person(s) executing this Bid Proposal, being first duly sworn, depose(s) and state(s) that the Bidder has not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Bidder or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from bidding, or (iii) to induce a person to refrain from Bidding; and furthermore, this Bid Proposal is made and submitted without reference to any other bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such bidding in any way or manner whatsoever.

\_\_\_\_\_  
(Name of Contractor)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

[Must be signed by principal of organization – the same person who signs the Bid Proposal.]

(S E A L)

My Commission Expires: \_\_\_\_\_, 20\_\_.

Resident of \_\_\_\_\_ County.

**PART 2(h)**  
**CERTIFICATION REGARDING INVESTMENT ACTIVITIES IN IRAN**

Pursuant to Indiana Code § 5-22-16.5 *et seq.*, this “Certification Regarding Investment Activities in Iran” is hereby incorporated in and made a part of the Bid Proposal submitted by \_\_\_\_\_ (Entity) (“Contractor”). The undersigned hereby certifies that:

1. I have personal knowledge of the facts recited herein. I am over the age of eighteen (18) and am mentally competent to make this certification pursuant to Indiana Code § 5-22-16.5-13.
2. As a \_\_\_\_\_ (Position) at Contractor, I am competent, authorized, and capable to execute this certification on its behalf.
3. I understand pursuant to Indiana Code § 5-22-16.5-8, a person or company is considered to be engaging in investment activities with Iran if it: 1) provides goods or services of Twenty Million Dollars (\$20,000,000.00) or more in value in the energy sector of Iran, including providing oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas; or 2) it is a financial institution that extends or has extended Twenty Million Dollars (\$20,000,000.00) or more in credit to another party, for forty-five (45) days or more, if that other party will use the credit to provide goods or services in the energy sector in Iran and is, at the time credit is extended, identified on the list developed by the State of Indiana of parties it has determined to be engaged in investment activities in Iran.
4. I understand that pursuant to Indiana Code § 5-22-16.5-11, a company that is placed on the State’s list referenced above, it is considered nonresponsible for, among other things, purposes of submitting a bid, offer, or proposal as in this case, relating to a public works project with a political subdivision and that a company’s nonresponsible status ends when its name is removed from the list.
5. Contractor is not engaged in investment activities in Iran and Contractor is not on the State of Indiana’s list of those persons or companies that it has determined are engaged in Investment activities in Iran and that consequences for providing a false certification are set forth in Indiana Code § 5-22-16.5-14.

On behalf of Contractor, I hereby acknowledge and certify under penalties of perjury that the foregoing statements herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Must be signed by principal of organization.]

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(S E A L)

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Resident of \_\_\_\_\_ County.

**Part 2(i)**

**AFFIDAVIT OF NON-DISCRIMINATION**

Pursuant to Indiana Code § 5-16-6, this "Affidavit of Non-Discrimination" is hereby incorporated in and made a part of the Bid Proposal submitted by the undersigned (the "Contractor").

During the performance of this Agreement, the Contractor agrees as follows:

1. That in the hiring of employees for the performance of work under the Agreement or any subcontract hereunder, neither the Contractor nor subcontractor, nor any person acting on behalf of the Contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;
2. That neither the Contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the Agreement on account of race, religion, color, sex, national origin or ancestry;
3. That there may be deducted from the amount payable to the Contractor by the Owner, under the Agreement, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and
4. That the Agreement may be canceled or terminated by Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Must be signed by principal of organization.]

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(S E A L)

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County.

**Part 2(j)**

**DOMESTIC STEEL AFFIDAVIT**

STATE OF INDIANA )

) SS:

COUNTY OF \_\_\_\_\_ )

Project No. \_\_\_\_\_

I hereby swear, under penalties of perjury, that the steel products furnished for this Project shall conform to the following Indiana Code Definitions and Agreement provisions:

5-16-8-1 Definitions:

“Steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

“United States” means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

5-16-8-2 Public agency contract provisions; rules for determining reasonable pricing:

“(a) Each public agency shall require that every contract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works contain a provision that, if any steel or foundry products are to be used or supplied in the performance of the contract or subcontract, only steel or foundry products made in the United States shall be used or supplied in the performance of the contract or any of the subcontractors unless the head of the public agency determines, in writing, that the cost of steel or foundry products is deemed to be unreasonable.”

The undersigned acknowledges and understands that the foregoing quoted provision is a requirement in the Agreement and that a public agency may not authorize or make any payments to a person under a contract containing the foregoing provision unless the public agency is satisfied that such person has fully complied with that provision.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

[Must be signed by principal of organization.]



**Part 2(k)**

**E-VERIFY AFFIDAVIT**

Pursuant to Indiana Code § 22-5-1.7, this “E-Verify Affidavit” is hereby incorporated in and made a part of the Bid Proposal by the undersigned (the “Contractor”).

The undersigned Contractor, certifies under penalties of perjury, and in accordance with Indiana Code 22-5-1.7-11-1 as follows:

1. The Contractor has enrolled in and will verify the work eligibility status of all newly hired employees through the E-Verify program so long as the E-Verify program is in existence.
2. The Contractor (including all subcontractors of any tier) do not and shall not knowingly employ an unauthorized alien.
3. The Contractor shall receive a certification from each subcontractor of any tier on the project that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program and shall maintain such certification for the duration of the Contractor’s contract with the subcontractor.
4. The Contractor shall submit to the Architect/Engineer or the Project Manager, the E-Verify Case Verification Number for each individual who is required to be verified under Indiana Code § 22-5-1.7 prior to that individual beginning work on the public works project. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is “final non-confirmation” may not be employed on the public works project.
5. Contractor’s requirement in 4 above applies to all contractors of every tier and Contractor shall require all subcontractors to submit the E-Verify Case Verification Number for each individual who is required to be verified under Indiana Code § 22-5-1.7 prior to that individual beginning work on the public works project.

On behalf of Contractor, I hereby acknowledge and certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
(Name of Contractor)  
Printed Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

[Must be signed by principal of organization.]

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(S E A L)

\_\_\_\_\_  
Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Resident of \_\_\_\_\_ County.

Source: IC- 22-5-1.7

**Part 2(l) (supplement)**

**CERTIFICATION REGARDING CONTRACTOR'S EMPLOYEE DRUG TESTING PROGRAM**

Pursuant to Indiana Code § 36-1-12-24 and Indiana Code 5-16-13 *et seq.*, this "Certification Regarding Contractor's Employee Drug Testing Program" is hereby incorporated in and made a part of the Bid Proposal by the undersigned (the "Contractor").

I, \_\_\_\_\_ (Name), the \_\_\_\_\_ (Position) at/of \_\_\_\_\_ (Entity) ("**Contractor**"), hereby certifies under penalties or perjury, and in accordance with the foregoing statutory provisions, as follows:

1. I have personal knowledge of the facts recited herein. I am over the age of eighteen (18) and am mentally competent to make this certification.
2. As a \_\_\_\_\_ (Position) at Contractor, I am competent, authorized, and capable to execute this Certification on its behalf. This Certification is made pursuant to Indiana Code § 36-1-12-24 and Indiana Code § 4-13-18 *et seq.*
3. I understand that the Public Works Contract for the Project applicable to this Bid Proposal is estimated to cost at least one hundred fifty thousand dollars (\$150,000.00) and that Contractor has in effect an employee drug testing program that complies with Indiana Code § 36-1-12-24 and Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 and that a copy of the program or a copy of the relevant part of the collective bargaining agreement providing for such program is attached.
4. Contractor understands that the requirements of Indiana Code § 36-1-12-24 and Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 apply to contractors of any tier and that Contractor is responsible to confirm that all subcontractors used on the Project under subcontracts of at least one hundred fifty thousand dollars (\$150,000.00) are in compliance with Indiana Code § 36-1-12-24 and Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7.
5. Consequences for providing a false certification are set forth in Indiana Code § 5-22-3-7.

On behalf of Contractor, I hereby acknowledge and certify under penalties of perjury that the foregoing statements herein are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Must be signed by principal of organization.]

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(S E A L)

Printed: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ Resident of \_\_\_\_\_ County.

**Part 2(m)**

**SIGNATURE AFFIDAVIT**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned notary public, appeared \_\_\_\_\_ Name of  
Bidder) and being duly sworn, on his oath says that he/she is \_\_\_\_\_ (Title) of  
\_\_\_\_\_, (Name of Company) on \_\_\_\_\_ (Date), and  
affirmed that:

1. This Bid Proposal is submitted in good faith in the amount stated therein and will be fulfilled according to the Contract Documents (as defined in Section 1.13 of the Instructions to Bidders), if the Bid Proposal is accepted;
2. The statements contained in the Non-Collusion Affidavit are true;
3. The statements contained in the Non-Discrimination Affidavit are true;
4. The statements contained in the E-Verify Affidavit are true;
5. The statements contained in the Domestic Steel Affidavit are true;
6. The statements contained in the Certification Regarding Investment Activities in Iran are true;
7. The statements contained in the Certification Regarding Contractor's Employee Drug Testing Program are true;
8. The information contained in Part 2(e) of the Bid Proposal experience questionnaire, the plan and equipment questionnaire, the financial statement, and the affidavit, all of which are commonly referred to as the Form No. 96, when required, is true, correct, and current; and
9. All declarations contained in the Bidder's Proposal and Declarations are true.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Must be signed by principal of organization.]

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ personally appeared before me, a Notary Public, in and for said  
County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after being duly sworn upon his  
oath, says that the facts alleged in the foregoing affidavit are true.

My Commission Expires:

My County of Residence:

(S E A L)

\_\_\_\_\_  
Notary Public – Signature

\_\_\_\_\_  
Notary Public – Printed Name

**FORM OF BID BOND**  
**Floyd County, Indiana**

Instructions To Bidders

*Bidders may use this form or other form containing the same material conditions and provisions as approved in advance by OWNER/Obligee. An AIA 310 Bid Bond Form is also acceptable.*

*Bidder/Surety must attach a signed, certified and effective dated copy of the Power of Attorney or Attorney-In-Fact establishing the authority of the person(s) signing this Bid Bond on behalf of the Surety.*

*Surety company executing this bond shall appear on the most current list of "Surety Companies Acceptable on Federal Bonds," as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

"Bidder": \_\_\_\_\_

and

"Surety": [Name] \_\_\_\_\_

[Address] \_\_\_\_\_

\_\_\_\_\_,  
a corporation chartered and existing under the laws of the State of \_\_\_\_\_,  
and authorized to do business in the State of  
Indiana,

are held and firmly bound unto the Floyd County, Indiana ("Obligee") in the full and just sum equal to ten percent (10%) of the price stated in the Bid Proposal described in Part 2, including accepted alternates, if any, to be paid upon demand of the Obligee, together with interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Obligee to enforce this instrument, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly by these presents. Ten percent (10%) of the price stated in the Bid Proposal is \$ \_\_\_\_.

WHEREAS, the Obligee has solicited Bids for certain Work for or in furtherance of construction of public improvements described generally as

***Floyd County Annex Renovation, Floyd County***

pursuant to plans, specifications and other "Contract Documents" included as parts of and designated by such solicitation; and

WHEREAS, the Bidder has submitted to the Obligee a Bid Proposal to perform such Work.

NOW THEREFORE: The conditions of this obligation are such that if the Bid Proposal be accepted, with or without conditions, the Bidder shall within such time thereafter as prescribed by the Contract Documents (i) fulfill all conditions of such award that remain to be fulfilled, (ii) execute a Contract in accordance with the Bid Proposal and in the form and manner required by the Contract Documents, and (iii) thereafter provide all bonds, and other Documentation required by the Contract Documents to be delivered to Obligee prior to commencing Work, including without limitation a sufficient and satisfactory

Performance Bond and Payment Bond payable to Obligee, each in an amount of one hundred percent (100%) of the total Contract price as awarded and in form and with surety satisfactory to said Obligee, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Bidder to comply with any or all of the foregoing requirements within the time specified above and as prescribed by the Contract Documents, immediately pay to the Obligee, upon demand, the amount hereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Bidder and Surety have caused this instrument to be duly signed and sealed thisday of \_\_\_\_\_, 20.

***This Bid Bond shall bind the undersigned Surety whether or not also signed by the Bidder.***

“Bidder”

By: \_\_\_\_\_

Printed: \_\_\_\_\_

“Surety”

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Countersigned: \_\_\_\_\_



**SECTION 00 23 13**  
**COMPLIANCE WITH PUBLIC LAW 252-2015**  
**(Effective Date: July 1, 2015)**

**PART 1**        **GENERAL**

1.1     Project Manual

All requirements of the Project Manual shall apply to this Section.

1.2     Scope

In accordance with the provisions Public Law 252, effective July 1, 2015, all Contractors on public works projects in the State of Indiana shall comply with the following provisions:

- .1     At least fifteen percent (15%) of a Prime Contractor's awarded contract, as determined at the time the contract is awarded, must be accomplished by:
  - a.   work performed by the Prime Contractor's employees;
  - b.   material supplied directly by the Prime Contractor;
  - c.   services supplied directly by the Prime Contractor's employees; or
  - d.   any combination of the above.
- .2     Each Contractor and subcontractor of any tier shall submit to the public agency letting the public works contract, the E-Verify Case Verification Number for each individual who is required to be verified under I.C. 22-5-1.7 prior to that individual beginning work on the public works project. An individual who is required to be verified under I.C. 22-5-1.7 whose final case result is "final non-confirmation" may not be employed on the public works project.
- .3     A Contractor and subcontractor of any tier may not pay cash to any individual employed by the Contractor for work done by the individual on the public works project.
- .4     A Contractor or subcontractor of any tier must maintain general liability insurance with limits of no less than \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
- .5     A Contractor and subcontractor of any tier must be in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201-209) and I.C. 22-2-2-1 through I.C. 22-2-2-8 (Minimum Wage requirements).
- .6     A Contractor and subcontractor of any tier must be in compliance with I.C. 22-3-5-1 and I.C. 22-3-7-34 (Workers Compensation Insurance requirements).
- .7     A Contractor and subcontractor of any tier must be in compliance with I.C. 22-4-1 through I.C. 22-4-39.5 (Unemployment Compensation requirements).
- .8     For contracts of \$150,000 or more, a Contractor and subcontractor of any tier must be in compliance with I.C. 4-13-18-1 through I.C. 4-13-18-7 (Drug Testing of Employees on Public Works Contracts). Bid responses must include a written plan for employee drug testing with their bid response of if subject to a collective bargaining

- .9 Any Contractor that employs ten (10) or more employees must provide access to a training program applicable to the tasks to be performed in the normal course of the employee's employment with the Contractor through:
  - a. an apprenticeship program;
  - b. a program offered by Ivy Tech Community College or Vincennes University;
  - c. a program established by or for the Contractor;
  - d. a program offered by an entity sponsored by the United States Department of Labor, Bureau of Apprenticeship and Training;
  - e. a program that results in the award of an industry recognized portable certification;
  - f. a program approved by the United States Department of Transportation; or
  - g. a program approved by the Indiana Department of Transportation.
- .10 After June 30, 2016, each prime Contractor or subcontractor of any tier that employs fifty (50) or more journeymen shall participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following:
  - a. United States Department of Labor;
  - b. Bureau of Apprenticeship and Training;
  - c. the Indiana Department of Labor;
  - d. the United States Department of Transportation Federal Highway Administration; or
  - e. the Indiana Department of Transportation.
- .11 For contracts of \$300,000 or more,, a Contractor of any tier must be qualified under either of the following before performing any work on the project: I.C. 4-13.6-4 or I.C. 8-23-10 (State Public Works Projects Qualification).
- .12 All prime Contractors and subcontractors of any tier must preserve payroll and related records for a period of three (3) years after completion of the project work and leave such records open to inspection by the Department of Workforce Development.
- .13 Any public agency that is the owner of a public works project and suspects a misclassification of one (1) or more workers by a Contractor or subcontractor of any tier may request in writing that the Department of Workforce Development investigate the suspected worker misclassification. For suspected violations of E-Verify, FLSA or state minimum wage laws, the public agency shall report to the Indiana Department of Labor. For suspected violations of worker's compensation or occupational disease or unemployment insurance provisions, the public agency shall report to the Worker's Compensation Board or the Department of Workforce Development, respectively.
- .14 Contractors and subcontractors of every tier must enroll in and verify the work eligibility status of all newly hired employees of the Contractor or the subcontractor through the E-Verify program as long as the E-Verify program is in existence. In addition, Contractors and subcontractors of every tier must sign an affidavit confirming that the Contractor or subcontractor does not knowingly employ an unauthorized alien.
- .15 Contractors failing to comply with the provisions hereof may be determined to be not responsible for future bidding requirements for a period of up to forty-eight (48) months



and may be subject to additional requirements and penalties as provided in applicable law.

**PART 2            PRODUCTS**

**2.01    Sample Form**

- .1        A Contractor's Acknowledgment is included in this Section. This form must be returned to the Construction Manager by every Contractor and subcontractor of any tier on the Project upon award of contract. The Contractor's Acknowledgement shall become part of the Contract Documents. If applicable, copies of certification under I.C. §4-13.6-4 *et seq.* and evidence of an employee drug testing program as required by I.C. §4-13-18 *et seq.* must be attached to the acknowledgement.

**AFFIDAVIT**

**Employment Eligibility Verification Required by Indiana  
Code §§ 5-16-13-11 and 22-5-1.7-11**

**Owner:** [Floyd County Commissioners](#)

**Project:** [Floyd County Annex Renovation](#)

1. Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
2. Contractor affirms that it has enrolled and is participating in the E-Verify program. Contractor is not required to participate should the E-Verify program cease to exist.
3. Contractor agrees to provide documentation demonstrating that Contractor has enrolled and is participating in the E-Verify program.
4. Attached hereto as Exhibit "A" is the E-Verify case verification number for each individual hired or rehired by Contractor on or after July 1, 2011 that will perform work on the Project. Contractor shall supplement this Affidavit if additional individuals are assigned to the Project prior to their performance of work on the Project.
5. Attached hereto as Exhibit "B" is an Affidavit that Contractor shall obtain from each subcontractor (of any tier) to Contractor prior to such subcontractor performing work on the Project. Each such affidavit shall be delivered to Owner's designated representative prior to the performance of work by the subcontractor's employees.
6. Contractor shall not allow an individual whose E-Verify final case result is "final non-confirmation" to be employed on the Project by Contractor or Contractor's subcontractors of any tier.
7. Owner may terminate for default if Contractor fails to cure a breach of this provision no later than thirty (30) days after notice to Contractor.

I affirm under the penalties for perjury that the foregoing representations are true.

\_\_\_\_\_  
Contractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Company Name (please print)

**EXHIBIT "A"**

List of E-Verify Case Verification Numbers for Contractor's Employees

[List below or attach]

**EXHIBIT "B"**

**SUBCONTRACTOR'S AFFIDAVIT**

**Employment Eligibility Verification Required by Indiana  
Code §§ 5-16-13-11 and 22-5-1.7-11**

**Owner:** [Floyd County Commissioners](#)

**Project:** [Floyd County Annex Renovation](#)

**Contractor:** \_\_\_\_\_

1. Subcontractor is a subcontractor (of any tier) to Contractor on the Project.
2. Subcontractor affirms that Subcontractor does not knowingly employ an unauthorized alien.
3. Subcontractor affirms that it has enrolled and is participating in the E-Verify program. Subcontractor is not required to participate should the E-Verify program cease to exist.
4. Subcontractor agrees to provide documentation demonstrating that Subcontractor has enrolled and is participating in the E-Verify program.
5. Attached hereto as Exhibit "A" is the E-Verify case verification number for each individual hired or rehired by Subcontractor on or after July 1, 2011 that will perform work on the Project. Subcontractor shall supplement this Affidavit if additional individuals are assigned to the Project prior to their performance of work on the Project.
6. Subcontractor shall not allow an individual whose E-Verify final case result is "final non-confirmation" to be employed on the Project by Subcontractor or Subcontractor's subcontractors of any tier.
7. Owner may terminate for default if Subcontractor fails to cure a breach of this provision no later than thirty (30) days after notice.

I affirm under the penalties for perjury, that the foregoing representations are true.

\_\_\_\_\_  
Subcontractor Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Subcontractor Company Name (please print)

**END OF SECTION**

**SECTION 00 43 00  
STANDARD FORMS**

**PART I            GENERAL**

1.01     The purpose of this section is to identify some of the forms that will be used in conjunction with the administration of the [Floyd County Offices](#) project.

1.02     Bidding Forms:

The following forms must be submitted with the Contractor's bid. Failure to furnish any one of these forms can be cause for the rejection of the Contractor's bid.

- A.     State Form 96 [Revised 2013](#) (included in this section)
  - .1       Non-Collusion Affidavit – (Part of Bid Form)
- B.     [AIA Document A310 Bid Bond Form](#) (sample included in this section)
- C.     [AIA Document A305 Contractor's Qualification Statement](#) (sample included in this section)
- D.     Supplemental Bid Proposal Form including Domestic Steel Affidavit. [Refer to Section 00 42 00](#)
- E.     [Certificate of Authority from Secretary of State \(Indiana\) Out-of-state bidders only.](#) (Sample included in this Section)
- F.     [Most recent Financial Statement.](#)
- G.     [Additional Non-Collusion Affidavit – See Specifications Section 00 45 19.](#)

1.03     Contract Forms:

The following forms must be submitted and approved by the Construction Manager and the Architect prior to acceptance and execution of the Agreement by the Owner.

- A.     Subcontractors & Materials List. [Refer to Section 00 43 36 for form](#)
- B.     AIA Document [A132-2009](#) Contract Agreement (sample included in this section)
- C.     AIA A312 Performance & Payment Bonds (sample included in this section)
- D.     Certificate of Insurance - Acord 25-S (2001/08) (sample included in this section) [Refer to Section 00 73 00 – Supplementary Conditions.](#)

1.04     Administrative:

- A.     Application and Certificate for Payments must be submitted on an AIA Document G702/CMa and G703 or in the form of AIA Electronic Format – [Refer to Section 01 29 00](#) – Application for Payment.

1.05     Escrow Agreement:

- A.     Contracts that exceed [two hundred thousand dollars \(\\$200,000\)](#) will be subject to the provisions of an Escrow Agreement. A fully executed Escrow Agreement must be in-place prior to Contractors' first request for payment. [Refer to Section 00 54 00](#) for the Escrow Agreement to be used for this project. No other Escrow Agreement will be acceptable. [Contractor has the option to waive obtaining an Escrow Agreement from](#)

## SECTION 00 43 00 – STANDARD FORMS

The National Bank of Indianapolis by having the Owner hold their retainage monies with no interest paid to Contractor and no monthly statements provided.

### 1.06 Start-up/Close-out Documentation Checklists and Forms included with this section:

- A. Certificate of Compliance – Worker’s Compensation and Occupational/Diseases
- B. Safety Certification Letter
- C. Project Specific Safety Plan
- D. Close out Document Check List
- E. Insurance Certification Letter
- F. UCC-1 Financing Form (billing for off-site stored materials)
- G. Contractor Affidavit for Limited Adult Criminal History Background Checks. Refer to Section 01 41 00 – Project Work Rules
- H. Request for Limited Adult Criminal History Information. Refer to Section 01 41 00 – Project Work Rules
- I. Contractor Contract Information List
- J. MSDS Sheets.

### 1.07 Products and Substitutions:

- A. Substitution Request CSI Form 13.1A (sample included in this section). Refer to Section 01 60 05 – Products & Substitutions.

### 1.08 Electronic copies of CAD Drawings:

- A. Request for electronic copies of CAD Drawing of the Contract Drawings from the Architect – See Section 01 33 00 – Submittals for Disclaimer form.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

## BIDDER CHECKLIST – COMPLETE AND INCLUDE WITH YOUR BID

NAME OF BIDDER: \_\_\_\_\_

BID CATEGORY NO. \_\_\_\_\_

DESCRIPTION	YES	NO
Have you properly identified the Project Name, Bid Category Number and Description on the outside of your Bid Envelope?		
Supplemental Bid Proposal Form & Certification of Use of United States Steel (Section 00 42 00)		
Form 96 - Contractor's Bid for Public Works (Revised 2013) (Section 00 43 00)		
Non-Collusion Affidavit Form (Section 00 45 19)		
AIA Form A305 – Contractor's Qualification Statement (Section 00 43 00)		
Current Financial Statements		
Certified Check or Bid Bond (Section 00 43 00) (Note: bond must be executed by Surety and Principal)		
Certificate of Authority from Secretary of State (Indiana) Required for out of state bidders only (Section 00 43 00)		

**NOTE: IF ANY OF THE REQUIRED BIDDING DOCUMENTS ARE NOT INCLUDED, DATED OR PROPERLY EXECUTED, THE CONTRACTOR'S BID MAY NOT BE ACCEPTED.**



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): \_\_\_\_\_

1. Governmental Unit (Owner): \_\_\_\_\_

2. County : \_\_\_\_\_

3. Bidder (Firm): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIPcode: \_\_\_\_\_

4. Telephone Number: \_\_\_\_\_

5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of \_\_\_\_\_

(Governmental Unit) in accordance with plans and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ and dated \_\_\_\_\_ for the sum of

\_\_\_\_\_ \$ \_\_\_\_\_

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.



## ACCEPTANCE

The above bid is accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, subject to the following conditions: \_\_\_\_\_

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

## PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid.  
Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? \_\_\_\_\_ If so, where and why?

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4. List references from private firms for which you have performed work.

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

#### SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

By \_\_\_\_\_

\_\_\_\_\_  
(Title of Person Signing)

#### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

Before me, a Notary Public, personally appeared the above-named \_\_\_\_\_ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

---

BID OF

---

(Contractor)

---

(Address)

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FOR

PUBLIC WORKS PROJECTS

OF

---

---

Filed \_\_\_\_\_, \_\_\_\_\_

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Action taken \_\_\_\_\_

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# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

**SURETY:**

(Name, legal status and principal place of business)

**OWNER:**

(Name, legal status and address)

Floyd County Commissioners  
2524 Corydon Pike  
Suite 204  
New Albany, IN 47150

**BOND AMOUNT:** \$ 

**PROJECT:**

(Name, location or address, and Project number, if any)

Floyd County Offices  
120 W Spring St  
New Albany, IN 47150

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this [ ] day of [ ], [ ]

[ ]  
\_\_\_\_\_  
(Witness)

[ ]  
\_\_\_\_\_  
(Witness)

[ ]  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

[ ]  
\_\_\_\_\_  
(Title)

[ ]  
\_\_\_\_\_  
(Surety) (Seal)

[ ]  
\_\_\_\_\_  
(Title)




# AIA<sup>®</sup> Document A305<sup>®</sup> – 2020


## Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.


### SUBMITTED BY:

(Organization name and address.)  


### SUBMITTED TO:

(Organization name and address.)  


### TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)  


### THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

### CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

{{@signerTag}}


CONTRACTOR'S Authorized Representative (Signature)


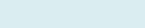
(Printed name and title)

Date

### NOTARY

State of: 

County of: 

Signed and sworn to before me this  day of 

Notary Signature

My commission expires: 

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Indiana Secretary of State  
Packet: 2013121300123  
Filing Date: 12/11/2013  
Effective Date: 12/11/2013

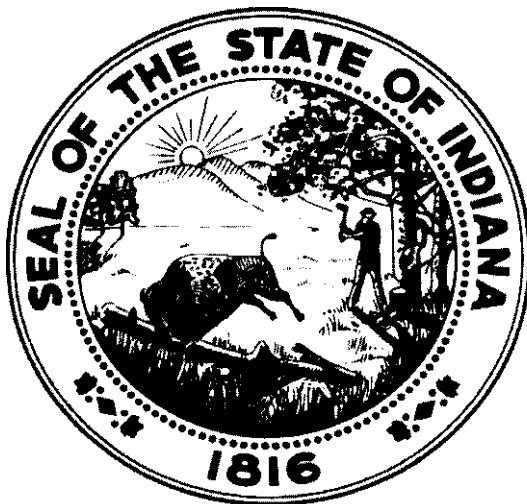
State of Indiana  
Office of the Secretary of State

CERTIFICATE OF AUTHORITY  
of

I, CONNIE LAWSON, Secretary of State of Indiana, hereby certify that Application for Certificate of Authority of the above Delaware For-Profit Foreign Corporation has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

**SAMPLE**

NOW, THEREFORE, with this document I certify that said transaction will become effective Wednesday, December 11, 2013.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, December 11, 2013.

*Connie Lawson*

CONNIE LAWSON,  
SECRETARY OF STATE

2013121300123 / 2013121374877

# AIA Document A132® – 2019

## Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

**AGREEMENT** made as of the  day of  in the year   
(In words, indicate day, month, and year.)

**BETWEEN** the Owner:  
(Name, legal status, address, and other information)

Floyd County Commissioners  
2524 Corydon Pike  
Suite 204  
New Albany, IN 47150

and the Contractor:  
(Name, legal status, address, and other information)

for the following Project:  
(Name, location, and detailed description)

Floyd County Offices  
120 W Spring St  
New Albany, IN 47150

The Construction Manager:  
(Name, legal status, address, and other information)

Envoy, Inc  
8990 E 116<sup>th</sup> St  
Suite 250  
Fishers, IN 46038

The Architect:  
(Name, legal status, address, and other information)

LMH Architecture + MAR Architects  
319 Bank St  
New Albany, IN 47150

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Formatted: Superscript

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

### EXHIBIT B DETERMINATION OF THE COST OF THE WORK

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

☐

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

### § 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than  (  ) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work

Date to be substantially complete

§ 3.4.3 If the Contractor fails to substantially complete the Work of this Contract, or portions thereof, as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

☐ Stipulated Sum, in accordance with Section 4.2 below

☐ Cost of the Work plus the Contractor's Fee, in accordance with Section 4.3 below

☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below.)

### § 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be  (\$  ), subject to additions and deductions as provided in the Contract Documents.

### § 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

§ 4.2.4 Unit prices, if any:  
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

§ 4.3.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the standard rental rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager, within 14 days of executing this Agreement, a written Control Estimate for the Owner's review and approval. The Control Estimate shall include the items in Section B.1 of Exhibit B, Determination of the Cost of the Work.

**§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price**

§ 4.4.1 The Cost of the Work is as defined in Exhibit B, Determination of the Cost of the Work.

§ 4.4.2 The Contractor's Fee:  
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed \_\_\_\_\_ percent ( \_\_\_\_\_ %) of the standard rental rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The Contract Sum is guaranteed by the Contractor not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 4.4.7.2 Alternates

§ 4.4.7.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ 4.4.7.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.4.7.3 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
------	-------

§ 4.4.7.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption.)

§ 4.4.8 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

*(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)*

§ 4.6 Other:

*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the \_\_\_\_\_ day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the \_\_\_\_\_ day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than \_\_\_\_\_ ( \_\_\_\_\_ ) days after the Construction Manager receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

### § 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit B, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor, plus payrolls for the period covered by the present Application for Payment, less that portion of the payments attributable to the Contractor's Fee.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 In accordance with AIA Document A232-2019 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.5.3.1 The amount of each progress payment shall first include:

- .1 The Cost of the Work as described in Exhibit B, Determination of the Cost of the Work;
- .2 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .3 The Contractor's Fee computed upon the Cost of the Work described in the preceding Section 5.1.5.3.1.1 at the rate stated in Section 4.3.2; or if the Contractor's Fee is stated as a fixed sum in Section 4.3.2 an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 5.1.5.3.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.5.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.5.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 5.1.7.



§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; (2) that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.5.7 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 5.1.6.2.1 The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.2.2 The allocation of the Guaranteed Maximum Price under this Section 5.1.6.2 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 5.1.6.2.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect and Construction Manager.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 In accordance with AIA Document A232-2019, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.4.1 The amount of each progress payment shall first include:

- 1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

- 2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- 4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 5.1.6.4.1.1 and 5.1.6.4.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 5.1.6.4.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019;
- 5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- 6 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and such action shall not be deemed to be a representation that (1) the Construction Manager or Architect have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; (2) that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or (3) that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.6.8 If final completion of the Work is materially delayed through no fault of the Contractor, then the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A232-2019.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

*(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)*

## **§ 5.2 Final Payment**

### **§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum**

**§ 5.2.1.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

**§ 5.2.1.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

### **§ 5.2.2 Final Payment Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price**

**§ 5.2.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit B, Determination of the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect in accordance with Exhibit B, Determination of the Cost of the Work.

**§ 5.2.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

**§ 5.3** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Article 15 of AIA Document A232–2019.

☐ Litigation in a court of competent jurisdiction.

☐ Other: *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

### § 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

#### § 7.2.1 Termination

§ 7.2.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

#### § 7.2.1.2 Termination by the Owner for Cause

§ 7.2.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232–2019, the Owner shall then only pay the Contractor an amount as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor’s Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 4.3.2 or 4.4.2, as applicable, or, if the Contractor’s Fee is stated as a fixed sum in that Section, an

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Use Notes:

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amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A232–2019.

**§ 7.2.1.2.2** When the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, if the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A232-2019, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A232-2019 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.1.2.1.

**§ 7.2.1.2.3** The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Contractor will contain provisions allowing for assignment to the Owner as described above.

**§ 7.2.1.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

**§ 7.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019; in such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A232–2019, except that the term “profit” shall be understood to mean the Contractor’s Fee as described in Section 4.3.2 or 4.4.2, as applicable, of this Agreement.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner’s representative:

*(Name, address, email address, and other information)*

**§ 8.3** The Contractor’s representative:

*(Name, address, email address, and other information)*



§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A132™-2019, Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*



§ 8.7 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

§ 8.8 Other provisions:



ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition
- .2 AIA Document A132™-2019, Exhibit A, Insurance and Bonds Exhibit
- .3 AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition
- .4 Building Information Modeling Exhibit, if completed:

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
.7	Addenda, if any:		
	Number	Date	Pages
Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.			
.8	Other Exhibits:		
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)			
[ ]	AIA Document A132™–2019, Exhibit B, Determination of the Cost of the Work		
[ ]	AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below: (Insert the date of the E235-2019 incorporated into this Agreement.)		
[ ]	The Sustainability Plan:		
	Title	Date	Pages
[ ]	Supplementary and other Conditions of the Contract:		
	Document	Title	Date Pages
.9	Other documents, if any, listed below:		
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A232–2019 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)			

This Agreement is entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**  
 \_\_\_\_\_  
 (Printed name and title)

\_\_\_\_\_  
**CONTRACTOR (Signature)**  
 \_\_\_\_\_  
 (Printed name and title)



## CONTRACT ATTACHMENT B – INSURANCE REQUIREMENTS

The Contractor is required to provide the following Insurance:

**Reference: PROJECT # - PROJECT NAME**

**Include: Additional Insureds**

- **Envoy, Inc.**
- **Other Owners**
- **Architects**
- **Engineers**
- **Others**

**Commercial General Liability**

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Product-Completed	\$2,000,000
	Operations Aggregate	
	Personal & Advertising Injury	\$1,000,000

- CGL policy shall include coverage for property damage for the X (explosion), C (collapse) and U (underground) hazards.
- Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- Any Contractor performing operations that include EIFS services and/or products represents and warrants that Contractor's Commercial Liability policy provides coverage for all EIFS related services and/or products. This shall be confirmed on Certificate of Insurance submitted by Subcontractor.
- The limits above shall apply on a per project basis.

**Automobile Liability (Incl. Owned, hired & non-owned)**

Bodily Injury & Property Damage	Each Accident	\$1,000,000
Combined Single Limit		

**Workers Compensation**

Statutory

**Employers Liability**

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Policy Limit	\$500,000

**Umbrella/Excess Liability**

Each Occurrence	\$3,000,000
Retention	\$10,000
Annual Aggregate	\$3,000,000

**Additional Endorsements**

The Contractor and its subcontractor's insurance policies must provide the endorsements as described in Article 11 of AIA Document A201-2007. The Certificate of Insurance shall indicate that these endorsements in favor of the respective Certificate Holder are in effect, unless stated otherwise in Article 11 of AIA Document A201-2007:

1. Commercial General Liability, Automobile Liability, and Excess Liability shall include the Additional Insured described in Article 11 of AIA Document A201-2007; Insurance Services Office **(ISO) endorsement CG 2010 10 01 and CG**





**2037**, or its equivalent, shall be included in the Commercial General Liability policy. The Subcontractor is to submit ISO Form CG 2010 10 01 and CG 2037 prior to commencement of work.

2. Commercial General Liability shall be endorsed to provide that General Aggregate applies separately to each Project; Insurance Services Office **(ISO) endorsement CG 2503 or its equivalent**. The Contractor is to submit **ISO Form CG 2503** prior to commencement of work.
3. Commercial General Liability, Automobile Liability and Worker's Compensation shall be endorsed to provide Waiver of Subrogation in favor of Envoy, Inc. and Owner.
4. Commercial General Liability, Automobile Liability and Worker's Compensation shall be endorsed to provide a thirty (30) day Notice of Cancellation per Article 11, Paragraph 11.3.6 of AIA Document A201-2007.
5. All policies, excluding Worker's Compensation shall be endorsed to provide Primary and Non-contributory coverage with respect to any insurance maintained by Owner, including any excess liability coverage maintained by Owner. Contractor's Excess/Umbrella policies shall be exhausted vertically above Contractor's primary Commercial General Liability policy.

#### **Professional Errors and Omissions Liability**

Professional Errors and Omissions Liability coverage is required by all Contractors and Subcontractors **if performing any design/build work or any professional services**.

Each Claim/Occur	\$1,000,000
Annual Aggregate	\$2,000,000
Maximum Deductible/Retention	\$500,000

1. Deductible/retention on the professional errors and omissions liability coverage in excess of \$10,000 shall be disclosed to the Owner prior to execution of this Contract Agreement.
2. Professional Liability Coverage is to be maintained in effect for a period of one (1) years from Substantial Completion of the Project.
3. Contractor's Professional Liability policy shall provide coverage for all design services provided by or on behalf of Contractor.
4. Contractor shall confirm that the full required professional liability limit is in effect for the Project. Contractor shall provide written notice to Owner of any reduction in limits under the required Professional Liability Policy.



## ATTACHMENT C – BILLING PROCEDURES

The following is a summary of billing procedures to ensure Subcontractor/Supplier's prompt payment:

Envoy Project Name:

Envoy Project Number:

Purchase Orders shall submit invoices.

Subcontract Agreements shall submit Pay Applications.

- Subcontractor/Supplier Pay Requests must be invoiced on an AIA document (G702/CMA & G703).
- A completed lien waiver must accompany every Pay Application and Invoice (See Attachment C).
- At no time should Subcontractor/Supplier invoice for extras or change orders unless Subcontractor/Supplier is in receipt of a fully executed Change Order. Assorted invoices for extra work, which are not incorporated in an executed Change Order, will not be processed. Fax or email all assorted change requests and detailed pricing to the Project Manager for review and consideration. Individual executed Change Orders must be listed item-by-item on the AIA Application for Payment G703 Continuation Sheet and not indicated as one lump sum.
- All executed Contract Agreements and Change Orders must be signed and returned to Envoy prior to any payments being released.
- Subcontractor/Supplier's legal company name, address and Project Number shall be listed on the invoice and/or G702/CMA & G703 of the AIA document.
- Email **ap@envoycompanies.com** and Project Manager, a **"Pencil Copy"** of the Pay Application on or before the 20th of each month. The Project Manager will review and notify Subcontractor/Supplier of any requested revisions.
- Email **ap@envoycompanies.com** and Project Manager, the **"Approved"** Pay Application and Waiver of Lien **on or before the 25th of each month**.
- **"Approved" Pay Applications** must be received, by Envoy, by **10:00 a.m. on the 25th** of the month. Any Pay Applications received after this date and time will be considered late and cannot be processed until the following month.
- If the 25th falls on a Saturday, Sunday or Holiday then the pay requests are due at 10:00 a.m. on the next day of business.

Please **DO NOT** deliver Invoices and/or Pay Application to the Project Manager or Site Manager at the job site.



**CONTRACTOR AFFIDAVIT, RELEASE AND WAIVER OF LIEN AND CLAIMS**

() PARTIAL      () FINAL

I, \_\_\_\_\_ being duly sworn, state that \_\_\_\_\_  
(Authorized Name) (Contractor)

has contracted with Envoy to furnish certain materials and/or labor for the following: Job No.: \_\_\_\_\_

known as \_\_\_\_\_ for which Envoy serves as Construction  
(Project Name & Address)

Manager and \_\_\_\_\_ serves as a Contract Agreement or Purchase Order.  
(Contractor)

**AFFIDAVIT**

( ) **PARTIAL WAIVER** There is due from Ownership the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

- ( ) Receipt of which is hereby acknowledged (UNCONDITIONAL); or  
( ) The payment of which has been promised as the sole consideration for this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount, and is effective upon receipt of such payment (CONDITIONAL);

( ) **FINAL WAIVER** The final balance due from Ownership the sum of:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

- ( ) Receipt of which is hereby acknowledged (UNCONDITIONAL); or  
( ) The payment of which has been promised as the sole consideration for this Affidavit, Release and Final Waiver of Lien which shall become effective upon receipt of such payment (CONDITIONAL).

**THEREFORE**, the undersigned waives and releases unto the Owner of said premises, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner and/or Envoy on account of the labor, materials and/or services provided, or which should have been provided, again subject to the limitations or conditions expressed herein, if any. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien and Claims.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
Company Name of Contractor      Representative Signature      Print Name and Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
Notary Public \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_,  
(Day) (Month) (Year)

My Commission Expires: \_\_\_\_\_



## Vendor Certification

I, \_\_\_\_\_ (Name) with XX SPECIFICATIONS ONLY XX (Subcontractor), hereby certify that the work performed and the material supplied to date, as shown on the attached application for payment # \_\_\_\_\_ (AIA G702/G703 or similar presentation) dated \_\_\_\_\_ represent the actual value of work performed under the terms of the Contract (and all authorized and approved changes thereto) between the Subcontractor and Envoy (Contractor) relating to the referenced project in this application for payment.

I also certify that the payments, less applicable retention, have been paid through the period covered by the previous payments received from the Contractor, to (1) all my Subcontractors and (2) for all material and labor used in or in connection with the performance of this Contract. I further certify that I have complied with Federal, State and local tax laws, including Social Security laws, Unemployment Compensation laws and Workers Compensation laws, as well as Federal, State and local laws regarding the payment of wages and benefits, including Davis Bacon, Indiana Prevailing Wage or local Common Wage statues, insofar as applicable to the performances of this Contract.

The following are the names of all parties who have furnished material (Suppliers) or labor (Subcontractors) or both, in this application for payment, on the project named Westfield Fire Station 84 (Project Name).

Names of Subcontractors/Suppliers Owed*	Material or Service Provided	Contact Person	Phone #	Previous Payments	Amount Owed
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

\*If none, please state "None"

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lower tier Subcontractors and Supplier Waiver of Liens shall be available at the request of the Contractor, Owner or Financial Lender.



# AIA Document A312® – 2010

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)



### SURETY:

(Name, legal status and principal place of business)



### OWNER:

(Name, legal status and address)

Floyd County Commissioners  
2524 Corydon Pike  
Suite 204  
New Albany, IN 47150

### CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Floyd County Offices  
120 W Spring St  
New Albany, IN 47150

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

(Any additional signatures appear on the last page of this Performance Bond.)

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and

Title:

### SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:



### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

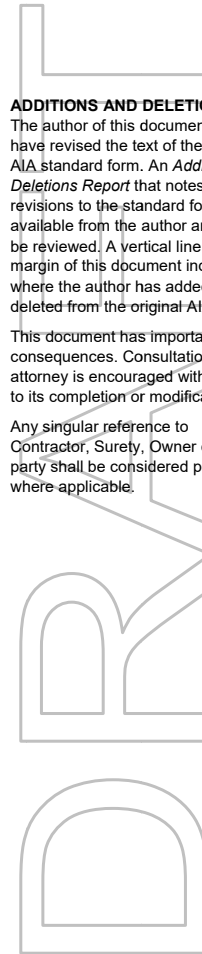


### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be

- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

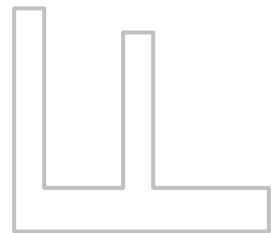
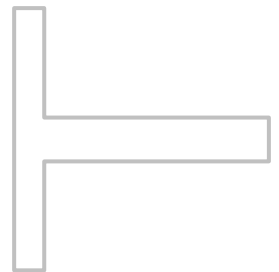
**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:



*(Any additional signatures appear on the last page of this Performance Bond)*

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*



# AIA® Document A312® – 2010

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)



### SURETY:

(Name, legal status and principal place of business)



### OWNER:

(Name, legal status and address)

Floyd County Commissioners  
2524 Corydon Pike  
Suite 204  
New Albany, IN 47150

### CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Floyd County Offices  
120 W Spring St  
New Albany, IN 47150

### BOND

Date:

(Not earlier than Construction Contract Date)



Amount: \$

Modifications to this Bond:



(Any additional signatures appear on the last page of this Payment Bond.)

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

### SURETY

Company: (Corporate Seal)

Signature:

Name and

Title:

Signature:

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

### OWNER'S REPRESENTATIVE:

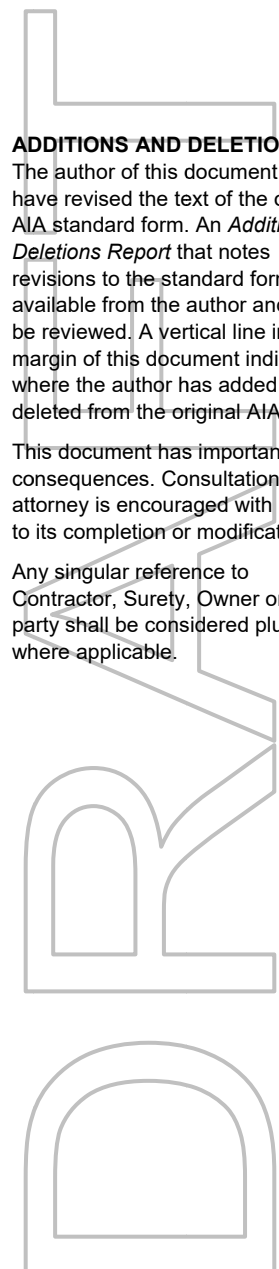
(Architect, Engineer or other

### ADDITIONS AND DELETIONS:

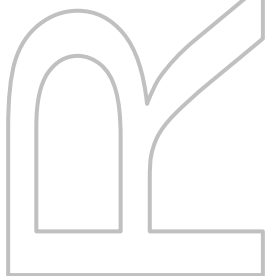
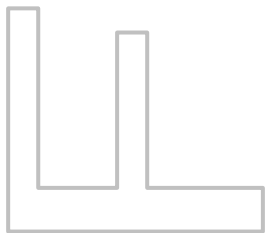
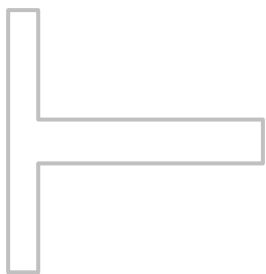
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

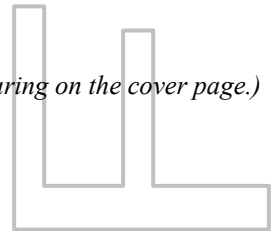
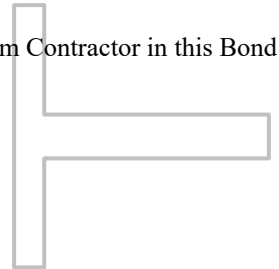
**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:



*(Any additional signatures appear on the last page of this Payment Bond)*

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*





# ATTACHMENT B - CERTIFICATE OF INSURANCE CERTIFICATE OF LIABILITY INSURANCE

ENVOI-1

OP ID: ND

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Address City, State Zip	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED <b>Subcontractors Name Address of Subcontractor Indianapolis, IN 46250</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	Policy #	Eff Date	Eff Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			Policy #	Eff Date	Eff Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			Policy #	Eff Date	Eff Date	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	X	Policy #	Eff Date	Eff Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project name **231010 - Floyd County Offices**  
Envoy Inc is an additional insured under general liability per terms CG2010 0704 and CG2037 0704 attached. Waiver of Subrogation under general liability and workers compensation in favor of Envoy Inc. Umbrella follows form of underlying policies listed above.

Additional Insures: Envoy, Inc.; Envoy Construction Services, LLC, **Floyd County, Indiana, LMH Architecture + MAR Architects**

## CERTIFICATE HOLDER

## CANCELLATION

Envoy, Inc. 8890 East 116th Street, Suite 250 Fishers, IN 46038	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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**CERTIFICATE OF COMPLIANCE**  
**Worker's Compensation and Occupational Diseases**  
State Form 41321 (R2 / 8-95)

*This is to certify, pursuant to 630 IAC 1-1-37, Rules of the Worker's Compensation Board of Indiana that as of this date the records of the worker's Compensation Board of Indiana show the above-named employer is in compliance with Section 5, 68 and 69 of the Indiana Worker's Compensation Act (IC 22-3-2-5, 22-3-5-1 and 22-3-5-2) and Section 27 of the Indiana Worker's Occupational Diseases Act (IC 22-3-7-34) as described below:*

<input type="checkbox"/> Self-insured		
<input checked="" type="checkbox"/> Insured by <u>MICHIGAN MUTUAL INSURANCE CO</u>		
Policy number WC129327605	Effective Date 1/1/2001	Expiration Date 1/1/2002

*Note: This coverage may expire prior to this date if cancelled by the employer or insurance carrier by notice to the Indiana Worker's Compensation Board.*

*This document may be reproduced. Additional original certifications may be purchased from the Indiana Worker's Compensation Board. For further information contact the Insurance Division at (317)232-3820.*

Employer

CONTRACTOR'S NAME

CONTRACTOR ADDRESS

CONTRACTOR CITY, STATE, ZIP

Validation stamp:

~~VALID~~

~~APR 12 2001~~

~~WORKER'S COMPENSATION  
BOARD OF INDIANA~~

Certification Date

4/12/01

Verifier

N/A

Executive

(Certificate is not valid unless stamped, signed and initialed.)

\*\*\*this document is a sample only and  
is not to be used as an original. the  
original must be obtained from the  
State of Indiana. \*\*\*



# ***SAFETY CERTIFICATION LETTER***

(MUST BE ON CONTRACTOR LETTERHEAD)

*(INSERT DATE)*

Floyd County Offices

C/O Envoy, Inc.

8990 E 116<sup>th</sup> St

Suite 250

Fishers, IN 46038

RE: **Floyd County Offices**  
**SAFETY CERTIFICATION LETTER**

We do hereby certify and attest that \_\_\_\_\_ has a written Safety Program/  
*(INSERT CONTRACTOR NAME)*

HazCom Program in place and shall designate an on-site person to be responsible for any required implementation of this Safety Program/HazCom Program and for our safety meetings. This documentation will be made available on-site.

---

*(INSERT OFFICER NAME OF THE COMPANY)*

---



## ATTACHMENT D – SAFETY SUMMARY

Prior to the start of work, Subcontractors shall provide the following documents to the Contractor:

- Project Specific Safety Plan (See attached form)
- Hazard Communication Program & MSDS book (submit in a binder with index)
- Documentation of training and applicable training certifications

### **Project Specific Safety Plan**

Subcontractors are required to complete the attached **Project Specific Safety Plan**. This Subcontractor will be responsible for ensuring that their Sub-Subcontractors comply with this requirement, and must provide all plans to the Contractor prior to commencing with work.



## Project Specific Safety Plan

Envoy Project Name:

Subcontractor: XX SPECIFICATIONS ONLY XX

Date: \_\_\_\_\_

Prior to the start of work, each Subcontractor must submit this Project Specific Safety Plan to Envoy, Inc. It is critical that this document is furnished or the start of the Subcontractor's work could be delayed. If more space is required, please attach additional information to this document.

- A. Name of the person responsible for the implementation of this plan and what role this person will play during the project. **The person must be on-site daily.**

Name: \_\_\_\_\_ Role: \_\_\_\_\_

- B. Time and day of job site safety meetings with workers, supervision and Subcontractors (documented).

Weekly time and day: \_\_\_\_\_

- C. Tool box talks are required to be completed by all Subcontractors and their Sub-Subcontractors. Written documentation shall be submitted to the Envoy Site Manager on-site office – include topic, instructor, attendees and minutes.

- D. Does your company have procedures for safety inspection of the job site by supervision (documented)?

YES ☐ NO ☐

- E. Outline frequency of inspections performed and by whom – include any special circumstances that would necessitate additional inspections and what documentation methods will be used for those inspections (i.e. forms, distribution, etc.). **The contractor is to provide written documentation of all inspections to Envoy's Site Manager.**

Name: \_\_\_\_\_ Role: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

- F. Describe the hazards that are involved with the work to be performed and explain (in detail) how these hazards will be eliminated or controlled through safe operating procedures. Include the topic(s) of personal protective equipment and fire protection equipment that will be used. Be sure to include any unique tools or activities. Do not provide a copy of your safety program or state that it is included in your program as completion of this section –**be specific to this project.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- G. Where are your Hazard Communication Program and Material Safety Data Sheets located on site? (In addition to the copy kept in Envoy's Job Site Office)

HAZCOM / MSDS Location: \_\_\_\_\_

- H. Are your craft persons trained according to IOSHA requirements for the scope of work being performed?

YES ☐ NO ☐



- I. Attach a list of competent person trainings i.e. scaffolding, steel erection, fall protection, excavations, rigging, etc. Provide copies of wallet cards for applicable equipment operators (boom lift, forklift, scissor lift, etc.). **These individuals will be held accountable as the competent or trained person for the areas that are identified.**
  
- J. What type of training is given to personnel in key positions (Management personnel, safety inspectors, etc.)?
  
- K. Does your company have a substance abuse policy?  
YES ☐ NO ☐
  
- L. Does your company have procedures for accident reporting, first aid, and emergencies for this project?  
YES ☐ NO ☐
  
- M. All first aid and accidents must be reported to the Envoy Site Manager. Indicate who will report these incidents and what method they will use to do so. Also indicate the procedures to be taken in the event of an accident, i.e. clinic location and transportation policy.  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_
  
- N. Does your company have a procedure for ensuring that the detail of this Project Specific Safety Plan stated information will be communicated, implemented and enforced for workers, supervisors, and Contractors?  
YES ☐ NO ☐
  
- O. Does your company incorporate Spanish language protocols into the plan? If you have no non-English speaking employees please note as such.  
YES ☐ NO ☐

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed



**CLOSE OUT DOCUMENT CHECK LIST**  
**Floyd County Offices**

DESCRIPTION	COMPLETE
<b>Operations &amp; Maintenance Manual</b> <i>Refer to Section 01 77 00 - Project Close Out</i> <b>Subcontractors &amp; Suppliers List (company name, contact name, address, &amp; phone number)</b> <b>Contractor 1-Year Warranty</b> <b>Manufacturer Warranties</b> <b>Maintenance Agreements</b> <b>Owner's Operating Instructions</b> <b>Statement of Receipt for tools, spare parts, extra stock, keys, video, etc. (signed by Owner or Owner Rep.)</b> <b>Statement of Owner Training Complete (signed by Owner, or Owner Rep.)</b> <b>Asbestos-Free Statement</b> <b>Certificate of Code Compliance</b> <b>Statement of Continuation of Insurance for 2 years</b>  <i>All required documents must be inserted in 3-ring binder titled "Operations and Maintenance Manual" and submitted to the Construction Manager for the Architect's review and approval at 75% completion of Contractor's work.</i>	
<b>Project Record Drawings / As-Built Drawings</b> <i>Reproducible CD copies (3) in Adobe PDF with the drawing no. on each page.</i> <i>Bid Package No's 21.1, 22.1, 23.1 and 26.1 shall submit record drawings on CD in AutoCAD 2010 or later format.</i>	
<b>Charts &amp; Locations of Concealed Work</b> <i>Refer to Section 01 77 00 - Project Close Out</i>	
<b>Certificate of Substantial Completion</b> <i>To be issued by Construction Manager - must be fully executed by all parties prior to the release of final payment.</i>	
<b>G702/CMA &amp; G703 - Final Application &amp; Certificate for Payment (Final Retainage Release)</b> <b>G706 - Affidavit of Payment of Debts &amp; Claims</b> <b>G706A - Affidavit of Release of Lien</b> <b>G707 - Consent of Surety to Final Payment</b> <b>Subcontractors &amp; Suppliers Final Lien Waivers</b> <b>Statement requesting retainage release from Escrow Agent</b> <b>Statement to confirm the completion of all Punch List items.</b> <b>Statement to confirm there are no outstanding cost issues.</b> <i>Pay request for partial retainage payments must include AIA G702/CMA, G703, G707-A and retainage request letter attached to pay application.</i>  <i>All required documents must be submitted together with final Application for Payment.</i>	

CONTRACTOR: \_\_\_\_\_

**CONTRACTOR AFFIDAVIT FOR  
LIMITED ADULT CRIMINAL HISTORY  
BACKGROUND CHECKS**

I hereby swear and affirm that a Request for Limited Adult Criminal History Information has been conducted for each individual who will be working on behalf of the Contractor for the [Floyd County Offices](#) project, including employees of subcontractors and suppliers.

Attached to this Affidavit are the Limited Adult Criminal History reports for employees that will be working on site.

I further affirm that a Limited Adult Criminal History Information request will be conducted for each new and/or additional person(s) who intends to subsequently perform work on the site.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Subscribed and affirmed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature



- (G) Child solicitation (IC 35-42-4-6).
- (H) Child seduction (IC 35-42-4-7).
- (I) Sexual misconduct with a minor as a *Class A or Class B* felony (IC 35-42-4-9).
- (J) Incest (IC 35-46-1-3), if the victim is less than eighteen (18) years of age.

**REASON FOR NO FEE REQUEST**  
**Check area that applies to your agency.**

**PER IC 10-13-3-36**

- A. ☐ Has been in existence for 10 years and has a primary purpose of providing an individual relationship for a child with an adult volunteer, if the request is made as part of a background investigation of a prospective adult volunteer for the organizations; (i.e. Big Brothers & Big Sisters)
  - B. ☐ Home Health Agency (Copy of license must accompany this request).
  - C. ☐ Department of Public Welfare Day Care/Foster Home Licensing or license.
  - D. ☐ School Corporation, Non-Public School or Special Education Cooperative (Kindergarten through Grade 12).
  - E. ☐ Community mental retardation and other developmental disabilities centers, for purposes of IC 12-29. (Copy of CARF Certificate must be submitted with this request).
  - F. ☐ Group living facility licensed under IC 12-28-5.
  - G. ☐ An area agency on aging designated under IC 12-10-1.
  - H. ☐ Community action agency (as defined in IC 12-14-23-2).
  - I. ☐ Owner operator of a hospice program licensed under IC 16-25-3.
  - J. ☐ Community mental health center (as defined in IC-7-2-38).
  - K. ☐ Department of Child Services (as defined in IC 1-13-3-27-5).
  - L. ☐ (1). The church or religious society is a religious organization exempt from federal income taxation under Section 501 of the Internal Revenue Code;  
(2). The request is made as part of a background investigation of a prospective or current adult volunteer; and  
(3). The employee or volunteer works in a nonprofit program or ministry of the church or religious society, including a child care ministry registered under IC 12-17.2-6.
- (Before checking above box read the defined Indiana Code)**

**\$10.00 (     ) Mark an (X) here for this request**

**REVIEW CHALLENGE**

Any person may challenge the information contained in their **criminal history data file** 10-13-3-31. Agencies may not request a **Review Challenge**.

A **Review Challenge** may only be obtain by individuals on themselves.

Request by mail – please submit the following:

- a. Complete this form
- b. A complete set of fingerprints taken by a law enforcement agency. (Do not fold or bend card)
- c. \$10.00 certified check or money order to State of Indiana (**NO CASH OR PERSONAL CHECKS**).

**WARNING PENALTY FOR MISUSE**

A non-criminal justice organization or individual receiving a limited criminal history may not utilize it for purposes other than those stated in the request or which deny the subject any civil right to which the subject is entitled. IC 10-13-3-27: Any person who uses limited criminal history for any purpose not specified in the request commits a Class A misdemeanor offense.

**I affirm, under penalty of perjury, that the Limited Criminal History Information requested will be used as specified.**

\_\_\_\_\_  
**PRINT Name of Requester**

\_\_\_\_\_  
**Signature of Requester**

\_\_\_\_\_  
**Date**

**Certified check or money order only - made payable to the STATE OF INDIANA.**  
**Cash will be accepted only if request is in person. “NO” personal checks**

Mail request to:  
Indiana State Police, Criminal History Limited Check  
P.O. Box 6188  
Indianapolis, Indiana 46206-6188



**SECTION 00 45 19**  
**NON-COLLUSION AFFIDAVIT**

No bid will be accepted that does not have this form completely executed.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (c) No attempt has been made or will be made by the bidder to insure any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition;
- (d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (e) That attached hereto (if corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporation bidder.

\_\_\_\_\_  
(Individual)

\_\_\_\_\_  
(Corporation)

Date: \_\_\_\_\_, 2018

By \_\_\_\_\_

**SECTION 00 52 00**  
**AGREEMENT**

**PART 1**        **GENERAL**

1.01    Description

- A.      The Agreement shall be the Construction Management Edition, Standard Form of Agreement between Owner and Contractor, AIA Document [A132-2009](#) Construction Manager-Adviser Edition, with Owner's modifications. A sample of this Form is included in Section [00 43 00 – Standard Forms](#).

**PART 2**        **PRODUCTS**

NOT USED

**PART 3**        **EXECUTION**

NOT USED

**END OF SECTION**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**SECTION 01 12 00**  
**CONTRACT CATEGORIES**

**SCHEDULE OF CONTRACT RESPONSIBILITIES**  
**Floyd County Annex Renovation**

**1.01 Scope**

- A. Contractors shall submit their proposals based on the Work included under each contract area as listed herein. Include Work necessary for a complete project, as shown on the Drawings and called for in the Specifications.
- B. Questions concerning the phasing or "Schedule of Contract Responsibilities" should be directed to the Construction Manager, who will be the interpreter and be responsible for this Schedule of Contract Responsibilities and Contract Breakdown, prior to submitting proposals and during construction.
- C. The requirements of Division 1 are a part of the Work of each and every contract area. The Contractor for one contract area shall be familiar with the Work and requirements of the other contract areas.
- D. Certain Specification Sections describe Work to be performed under several contract areas. (Example: 079200, Joint Sealants). Provide Work of this nature as required for each contract area whether or not enumerated in the Schedule of Contract Responsibilities.
- E. The following bid packages are broken down by Specifications Section conforming to the CSI format. Each also contains a statement of intent for a general description of the work included. The Contractor is responsible for work assigned and described as part of his contract category without regard for where it is indicated in the Contract Documents.
- F. The Drawings and Specifications as furnished for each of the Contracts is for the convenience of the Contractor in preparing a proposal for this Project. However, each Contractor is responsible to review the complete set of Drawings and Specifications to assure that Work required to be installed to complete his phase of the Work is included in his proposal. This "Schedule of Contract Responsibilities" is a definition of the work as it is to be bid in separate contracts. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable technical section, it will be the responsibility of that Contractor to include the Work in his proposal.
- G. This "Schedule of Contract Responsibilities" is to aid each Contractor defining the Scope of Work to be included in his proposal. However, omissions from this "Schedule of Contract Responsibilities" does not relieve the Contractor from including in his proposal that Work which will be required to complete his Contract. Each Contractor should read the "Schedule of Contract Responsibilities" completely to familiarize himself with the Work of other Contractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the Work is assembled and constructed.
- H. Where specific Work is to be completed under a particular phase of the Project and the Work is wholly or partially completed by other trades because of the type of Work involved or jurisdictional trade agreements, the Contractor will be responsible to subcontract the Work as necessary to complete the Work included in his Contract. No

## SECTION 01 12 00 – CONTRACT CATEGORIES

delay in the Work will be allowed due to the failure of the Contractor to subcontract related work required by jurisdictional trade agreements.

- I. Each contract category includes concrete if it is non-formed and non-finished i.e., mud slabs, thrust block, concrete encasement, footing for precast or other assembled units, etc.
- J. The statements of intent are not to be considered as all inclusive but a general overview of the work to be completed by the Contractor for that Bid Package.
- K. Additional description of the work may be included in the specification sections listed.
- L. The Contractor for each bid package shall be responsible for proper installation of sealant around and within his work; as well as firestopping around his work and for any penetrations that requires rated construction. The Contractor who defines the joint (last Contractor there usually) shall be responsible for sealing the joint. If the Architect requires sealant to be installed after finish work is in-place, then the finish Contractor shall seal the joint.
- M. Each bid package Contractor shall be responsible for repairs/replacement of fireproofing materials as the result of the anchoring or attachment of his work to a fireproofed area.
- N. Each Bid Package to which firestopping is assigned shall be responsible for firestopping as it related to their work. Penetrations shall be sealed by the party requiring the penetrations, etc. Perimeters and joints shall be sealed by the party constructing the wall, floor, roof, ceiling, etc.
- O. The Contractors shall keep any and all excavations free of standing water. Each Prime Contractor (bid package) shall be responsible for pumping water or otherwise removing water from any excavation or low area created as a result of his work. Each Contractor is to take measures to prevent the run-off of surface water into excavations and the ponding of water on-site. Any damage or additional cost incurred as the result of standing water or its penetration of the soils shall be borne by the Prime Contractor allowing/creating the situation where water accumulated.
- P. The Prime Contractors are responsible for coordinating their subcontractors. The Construction Manager and the Prime Contractors shall coordinate and schedule the work of the Prime Contracts.

**Section 01 25 00**  
**Substitution Procedures**

**PART 1**                      **GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
  - .1 Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
    - a. Unavailability.
    - b. Regulatory changes.
  - .2 Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
    - a. Substitution requests offering advantages solely to the Contractor will not be considered.
    - b. Substitutions: See General Conditions for definition.

**1.03 REFERENCE STANDARDS**

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

**PART 2**                      **PRODUCTS**

**NOT USED**

**PART 3**                      **EXECUTIONS**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - .1 Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - .2 Agrees to provide the same warranty for the substitution as for the specified product.
  - .3 Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.

**SECTION 01 12 00  
CONTRACT CATEGORIES**

**SCHEDULE OF CONTRACT RESPONSIBILITIES**

**Floyd County Annex Renovation**

**1.01 Scope**

- A. Contractors shall submit their proposals based on the Work included under each contract area as listed herein. Include Work necessary for a complete project, as shown on the Drawings and called for in the Specifications.
- B. Questions concerning the phasing or "Schedule of Contract Responsibilities" should be directed to the Construction Manager, who will be the interpreter and be responsible for this Schedule of Contract Responsibilities and Contract Breakdown, prior to submitting proposals and during construction.
- C. The requirements of Division 1 are a part of the Work of each and every contract area. The Contractor for one contract area shall be familiar with the Work and requirements of the other contract areas.
- D. Certain Specification Sections describe Work to be performed under several contract areas. (Example: 079200, Joint Sealants). Provide Work of this nature as required for each contract area whether or not enumerated in the Schedule of Contract Responsibilities.
- E. The following bid packages are broken down by Specifications Section conforming to the CSI format. Each also contains a statement of intent for a general description of the work included. The Contractor is responsible for work assigned and described as part of his contract category without regard for where it is indicated in the Contract Documents.
- F. The Drawings and Specifications as furnished for each of the Contracts is for the convenience of the Contractor in preparing a proposal for this Project. However, each Contractor is responsible to review the complete set of Drawings and Specifications to assure that Work required to be installed to complete his phase of the Work is included in his proposal. This "Schedule of Contract Responsibilities" is a definition of the work as it is to be bid in separate contracts. Where a specific item of Work is not defined, but is normally inherent to a trade, or is included in the scope of the applicable technical section, it will be the responsibility of that Contractor to include the Work in his proposal.
- G. This "Schedule of Contract Responsibilities" is to aid each Contractor defining the Scope of Work to be included in his proposal. However, omissions from this "Schedule of Contract Responsibilities" does not relieve the Contractor from including in his proposal that Work which will be required to complete his Contract. Each Contractor should read the "Schedule of Contract Responsibilities" completely to familiarize himself with the Work of other Contractors that may have Work in adjacent areas and to coordinate the interfacing problems that may occur as the Work is assembled and constructed.
- H. Where specific Work is to be completed under a particular phase of the Project and the Work is wholly or partially completed by other trades because of the type of Work involved or jurisdictional trade agreements, the Contractor will be responsible to subcontract the Work as necessary to complete the Work included in his Contract. No

## SECTION 01 12 00 – CONTRACT CATEGORIES

delay in the Work will be allowed due to the failure of the Contractor to subcontract related work required by jurisdictional trade agreements.

- I. Each contract category includes concrete if it is non-formed and non-finished i.e., mud slabs, thrust block, concrete encasement, footing for precast or other assembled units, etc.
- J. The statements of intent are not to be considered as all inclusive but a general overview of the work to be completed by the Contractor for that Bid Package.
- K. Additional description of the work may be included in the specification sections listed.
- L. The Contractor for each bid package shall be responsible for proper installation of sealant around and within his work; as well as firestopping around his work and for any penetrations that requires rated construction. The Contractor who defines the joint (last Contractor there usually) shall be responsible for sealing the joint. If the Architect requires sealant to be installed after finish work is in-place, then the finish Contractor shall seal the joint.
- M. Each bid package Contractor shall be responsible for repairs/replacement of fireproofing materials as the result of the anchoring or attachment of his work to a fireproofed area.
- N. Each Bid Package to which firestopping is assigned shall be responsible for firestopping as it related to their work. Penetrations shall be sealed by the party requiring the penetrations, etc. Perimeters and joints shall be sealed by the party constructing the wall, floor, roof, ceiling, etc.
- O. The Contractors shall keep any and all excavations free of standing water. Each Prime Contractor (bid package) shall be responsible for pumping water or otherwise removing water from any excavation or low area created as a result of his work. Each Contractor is to take measures to prevent the run-off of surface water into excavations and the ponding of water on-site. Any damage or additional cost incurred as the result of standing water or its penetration of the soils shall be borne by the Prime Contractor allowing/creating the situation where water accumulated.
- P. The Prime Contractors are responsible for coordinating their subcontractors. The Construction Manager and the Prime Contractors shall coordinate and schedule the work of the Prime Contracts.

## SECTION 01 12 00 – CONTRACT CATEGORIES

### SCHEDULE OF CONTRACT RESPONSIBILITIES FOR CONSTRUCTION BID PACKAGES VERNON FIRE STATION NO. 3

**SPECIAL NOTE:** ALL CONTRACTORS ARE REMINDED THAT THE REQUIREMENTS OF SECTIONS 000000 THROUGH 333000 APPLY TO ALL BID PACKAGES. CERTAIN SUB-SECTIONS OF SECTION 010000 ARE LISTED WITHIN THE BID PACKAGES TO PROVIDE FURTHER DEFINITION OF THE RESPONSIBILITIES OF THAT PACKAGE. THIS SHOULD NOT BE INTERPRETED AS RELIEVING THE CONTRACTOR OF COMPLYING WITH ALL REQUIREMENTS OF SECTIONS 000000 THROUGH 333000

#### **BID PACKAGE NO. 01.1: GENERAL TRADES**

Intent: This bid package shall include all Architectural, Fire Protection, Mechanical, Electrical and Plumbing Scope of work. This bid Package will coordinate access control, IT, cameras work with the owner.

This Bid Package shall include all demolition and removal of existing work as shown on the construction documents, including but not limited to walls, doors, trims, borrowed lite glass, casework, and plumbing fixtures.

This bid package will be responsible for creating new openings in existing walls for new door installation, borrowed lite installations, and patching as needed.

This bid package includes salvaging and reinstalling doors, trims, carpet tiles, and windows for reuse.

Coordinate all loud noise work and utility shut-offs with the owner.

This bid package shall be responsible for providing temporary support where demolition supports structures, prior to commencing the demolition work. Notify the architects and owners of the field conditions presenting hazardous conditions for the building occupants.

This bid package shall be responsible for removing existing finishes as shown in the areas receiving new finishes and protecting the surrounding area finishes.

This bid package includes patching and painting to match the existing wall corner to corner in the room where renovations will be done, including drywall patches as needed.

This bid package includes all built-in casework, new LVT flooring, new carpet tiles, new gypsum board ceilings, new ACT ceilings as shown on the construction documents.

This bid package includes modifying existing acoustical ceiling tiles as shown on the construction documents.

This bid package includes sealants including but not limited to all door frames, cabinets, countertops, plumbing fixtures, backsplash, and wall intersections

All casework to follow AWI standards.

## SECTION 01 12 00 – CONTRACT CATEGORIES

Contractor shall field verify all existing hardware preps and match existing prior to ordering. All hardware shall be supplied to conform to applicable state, local, and national codes in accordance with the AHJ.

Contractor shall furnish all brackets required for proper installation. Furnish door closers on all fire and smoke-rated openings as needed for the ahj and codes.

Contractor shall furnish smoke and fire seals on all fire and smoke-rated openings as required by the AHJ and codes. All hardware shall be grade 1 with BHMA 652 finish.

Contractor shall verify all existing hardware is in working order. Repair items that are non-compliant. Contractor shall confirm all functions with owner before ordering hardware. Door hardware shall be provided as a complete functioning opening with the intended function of the owner.

The contractor shall include all access control door hardware and rough-in as shown.

Contractor shall ensure using matching cover plates at all electrical devices.

Contractor shall be responsible for providing adequate supporting systems and devices for all ductwork, piping, hvac equipment, and accessories.

All connections to, or shutdowns of, existing MEP systems shall be coordinated with the owner to provide minimum interference with their operation and downtime of the system.

Temporary enclosures including, but not limited to, walls, doors, frames and hardware needed to maintain clear separation from public areas and construction areas.

Bid Package No. 01.1 is responsible for dumpsters for general debris and porta pots throughout the entire project for all trades.

Bid Package No. 01.1 is responsible for the final cleaning in accordance with Specification Section 017423 – Final Cleaning.

Any floor protection required for installation of work by this bid package is the responsibility of this Bid Package.

Furnish and installation of Division 10, 11, 12 – Specialties, Equipment and Furnishings **including wood blocking requirements is the responsibility of Bid Package No. 01.1.** Coordinate with Metal Stud Framing/Gyp/Ceilings and Masonry Subcontractors for rough openings and other required rough in.

Includes the building interior fire sprinkler system modifications. Pipe hangers, piping, sealant, firestopping, etc. required to properly complete this work.

This contract is to provide and install all plumbing fixtures unless specifically omitted. This contract shall provide and install floor drains, waste lines, supply lines, vents, hub drains, etc., to make a complete plumbing system.

## SECTION 01 12 00 – CONTRACT CATEGORIES

This contract includes all labor, materials, and equipment necessary for a complete working heating, ventilation, and air conditioning (HVAC) system. It includes relocating thermostats and all necessary wall patchups.

Include all labor, materials and equipment for raceways, wiring boxes, panels, end connects, wiring, etc. for a complete and functional electrical system. The engineering of all items requiring electrical power is work of this contract. Proper grounding is included under this contract. All work shall comply with the National Electrical Code.

**END OF SECTION**



- .4 Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
- .5 Waives claims for additional costs or time extension that may subsequently become apparent.
- .6 Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
  - .1 Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
  - .1 Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - .1 Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.
  - .1 Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT**

- A. Submittal Time Restrictions:
  - 1. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.
- B. Submittal Form (before award of contract):
  - 1. Submit substitution requests by completing CSI/CSC Form 1.5C - Substitution Request. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

### **3.03 RESOLUTION**

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

### **3.04 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

### **3.05 CLOSEOUT ACTIVITIES**

- A. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

**END OF SECTION**

**SECTION 01 26 00  
CHANGE ORDER PROCEDURE**

**PART 1      GENERAL**

1.01    Summary

- A.    Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the Owner and the Architect and issued after execution of the Contract, in accordance with the provisions of this Section.
  
- B.    Related work:
  - .1    Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  
  - .2    Changes in the Work are described further in the General Conditions.
  
  - .3    Architect's supplemental instructions or other directive:
    - a.    From time to time during progress of the Work the Architect will prepare and forward to the Owner for distribution supplemental instructions which interpret the Contract Documents or order minor changes in the Work without change in Contract Sum or Contract Time.
  
    - b.    Should the Contractor consider that a change in Contract Sum or Contract Time is required, he shall submit an itemized proposal to the Owner immediately and before proceeding with the Work. If the proposal is found to be satisfactory and in proper order, the supplemental instructions in that event may be superseded by a Change Order.
  
  - 4.    Proposal Requests:
    - a.    From time to time during progress of the Work the Architect will prepare and forward to the Owner for distribution a proposal request for an itemized quotation for changes in the Contract Sum and/or Contract Time incidental to proposed modifications to the Contract Documents. Contractors will respond to the Owner within seven (7) days of receipt of such Proposal Requests.
  
    - b.    This will not be a Change Order, and will not be direction to proceed with the changes described therein.

1.02    Quality Assurance

- A.    Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.
  
- B.    All work directed under a change order shall comply with the specifications for the project.

## SECTION 01 26 00— CHANGE ORDER PROCEDURE

### 1.03 Delivery, Storage and Handling

- A. Maintain a "Register of proposal requests, supplemental instructions, and Change Orders" at the jobsite, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the Architect and Owner for review at their request.

### 1.04 Processing Proposal Requests

- A. Make written reply (within 7 days) to the Owner in response to each proposal request.
  - .1 State why the change is being submitted.
  - .2 State proposed change in the Contract Sum, if any. This shall be broken down to show work by Prime Contractor and work by subcontractors, if any. Quantities for labor and materials shall be shown and extended. The cost of labor and materials shall each be listed separately.
  - .3 State proposed change in the Contract Time of Completion, if any.
  - .4 Clearly describe other changes in the Work, if any, required by the proposed change or desirable therewith.
  - .5 Include full backup data such as subcontractor's letter of proposal or similar information.
  - .6 Submit this response in single copy to the Owner and Architect each.
- B. When cost or credit for the change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of the General Conditions, the Owner will prepare and issue a Change Order to the Contractor.

### 1.05 Processing Change Orders

- A. Change Orders will be numbered in sequence, and dated.
  - .1 The Change Order will describe the change or changes, will refer to the proposal requests or supplemental instructions involved, and will be signed by the Owner, Contractor and Architect/Engineer.
  - .2 After the Owner, Contractor and Architect/Engineer have executed the change order, the Owner will issue four (4) copies of each Change Order to the Owner for execution.
    - a. The Owner shall promptly sign all four (4) copies and return three (3) fully executed copies to the Owner for distribution, and retain one (1) copy for their files.
    - b. The Owner will retain one (1) fully executed copy in his file, will forward one (1) signed copy to the Contractor, and one (1) signed copy to the Architect/Engineer.

SECTION 01 26 00— CHANGE ORDER PROCEDURE

**PART 2**       **PRODUCTS**

NOT USED

**PART 3**       **EXECUTION**

NOT USED

**END OF SECTION**

**SECTION 01 29 00**  
**APPLICATIONS FOR PAYMENT**

**PART 1**      **GENERAL**

1.01      Summary

- A.      Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.
- B.      Related Work:
  - .1      Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - .2      The Contract Sum and the schedule for payments are described in the Form of Agreement.
  - .3      Payments upon Substantial Completion and Completion of the Work are described in the General Conditions and in Section 01 77 00 – Project Closeout of these Specifications.
  - .4      The Architect's approval of applications for progress payment and final payment may be contingent upon the Architect's approval of status of Project Record Documents as described in Section 01 77 00 – Project Closeout of these Specifications.

1.02      Quality Assurance

- A.      Prior to start of construction, secure the approval of the Surety Company to the Schedule of Values prepared by the Contractor. Requirements are further described in Sections 01 33 00 – Submittals and 01 29 73 - Schedule of Values of these Specifications.
- B.      During progress of the Work, modify the Schedule of Values as approved by the Construction Manager and the Architect to reflect changes in the Contract Sum due to Change Orders or other modifications of the Contract. Change Orders are to be listed and identified by their Change Order Number, with a brief description.
- C.      Base requests for payment on the approved Schedule of Values and percentage of work completed plus stored materials.

1.03      Procedures

- A.      Informal submittal: Unless otherwise directed by the Construction Manager:
  - .1      Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of AIA Document G702/CMA, "Application and Certificate for Payment," plus AIA Document G703 Continuation Sheet(s). These notes shall include the amounts previously paid the Contractor. All columns of the Continuation Sheet(s) must be complete on the pencil copy.
  - .2      Make this preliminary submittal to the Construction Manager on the 20<sup>th</sup> day of the month for work completed by the same twentieth day of the month.

## SECTION 01 29 00 – APPLICATION FOR PAYMENT

- .3 Revise the informal submittal of request for payment **per comments received from** the Construction Manager.
- B. Formal submittal: Unless otherwise directed by the Construction Manager:
  - .1 Make formal submittal of request for payment by filling in the agreed data, by typewriter or neat lettering in ink, on AIA Document G702/CMA, "Application and Certificate for Payment," plus continuation sheet(s) within **five (5)** working days after notification of the result of the pencil copy review.
  - .2 Sign and notarize the Application and Certificate for Payment.
  - .3 Submit **one (1)** formal copy of the Application and Certificate for Payment via email, plus **one (1)** identical copy of the continuation sheet(s) and **Waiver of Lien**, to the Construction Manager. The Construction Manager will review the formal submittal and combine all applications under AIA Form G723 and submit one (1) copy to the Architect for review and approval.
  - .4 The Architect will compare the formal submittal and, when approved, will certify the Application and Certificate for Payment and will distribute as follows:
    - a. Two (2) copies, along with a copy of the G723 to the Owner for payment.
    - b. One (1) copy certified by the Architect to the Construction Manager
    - c. Retain one (1) copy for the Architect
  - .5 The Owner will, with appropriate approvals, disburse payment directly to the Contractor.
  - .6 The Owner will make payment to the Contractor within **forty-five (45)** days of their receipt of the approved/certified application for payment or **forty-five (45)** days from when the payment is due, whichever is later.

### **PART 2 PRODUCTS**

NOT USED

### **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

**SECTION 01 29 73**  
**SCHEDULE OF VALUES**

**PART 1**      **GENERAL**

1.01      Summary

- A.      Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work as specified herein and in other provisions of the Contract Documents. Breakdown is to follow CSI breakdown for each unit.
  
- B.      Related Work:
  - .1      Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
  - .2      Preparation and submittal of a Schedule of Values is required by the General Conditions.
  - .3      Use of the AIA forms or an authorized computer version thereof is required. Schedule of Values is required to be compatible with the "continuation sheet(s)" accompanying applications for payment, as described in Section 01 29 00 – Application for Payment.
  - .4      Prior to Contractor submitting first Application for Payment, a Schedule of Values must be reviewed and approved by the Construction Manager.

1.02      Submittals

- A.      Contractor to submit a proposed Schedule of Values to Construction Manager for review and approval within fifteen (15) calendar days proceeding the Pre-Construction Meeting.
  - .1      The Schedule of Values shall be listed with a breakdown by Sitework, building area and or units, and by project phasing/schedule show an entry for each specification section with separate material and labor costs.
  - .2      Allowance number(s) and amount(s) shall be listed as a separate line item, if applicable.
  - .2      Alternate number(s) and amount(s) shall be listed as a separate line item by material and labor, if applicable.
  - .4      Other line items shall be listed separately includes but are not limited to:
    - a.      Performance & Payment Bonds
    - b.      Mobilization (Contractor with jobsite trailer only)
    - c.      Demobilization (Contractor with jobsite trailer only)
    - d.      Insurance/Hazcom/Safety
    - e.      Submittals  
(2% of Contract, but not less than \$1,000 nor more than \$15,000)
    - f.      Daily Clean-Up (1% of Contract).
    - h.      Punch List / Close Out  
(1% of Contract, but not less than \$1,000 nor more than \$15,000)



## SECTION 01 29 73 – SCHEDULE OF VALUES

.5 Schedule of Values shall be submitted in whole dollars (no cents).

- C. The Architect and Construction Manager will review Contractor's Schedule of Values. The Construction Manager will advise Contractor of approval status of proposed Schedule of Values, if any, is required to be submitted.
- B. When Change Orders affecting the contract are fully executed they shall be added to the Schedule of Values by entering the Change Order number, brief description and its value.

### 1.03 Quality Assurance

- A. Use required means to assure arithmetical accuracy of the sums described.
- B. When so required by the Architect, provide copies of the subcontractors or other data acceptable to the Architect, substantiating the sums described.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

NOT USED

**END OF SECTION**

**SECTION 01 41 00  
PROJECT WORK RULES**

**PART 1        GENERAL**

- 1.01    The work of this section shall be included as a part of the contract documents of the contractors of this project.
- 1.02    Each prime contractor shall see that these work rules are enforced not only among their employees, but also the employees of subcontractors working with them.
- 1.03    Submittals
- A.      Name of on-site safety officer.
  - B.      Material Safety Data Sheets.
  - C.      Contractors safety program.

**PART 2        WORK RULES**

- 2.01    Project Work Hours shall be:

START WORK:	7:00 A.M.
LUNCH:	12:00 NOON TO 12:30 P.M.
STOP WORK:	5:00 P.M.

- A.    Work hours may be adjusted by the Construction Manager as local trade agreements, coordination with other work, or weather conditions require.
- B.    Safety (IOSHA) rules are to be followed at all times. Flagrant safety rules violations shall be cause for dismissal from the project.  
  
If the Construction Manager is fined by OSHA due to the Contractor(s) failure to comply with all OSHA requirements, the Contractor(s) shall reimburse the Construction Manager for all costs associated with said fine.
- C.    Work personnel are to be fully clothed at all times.
- D.    Work personnel shall enter and exit the construction site at the designated building entry.
- E.    Work personnel are to park in designated areas only. Parking off-site shall be permitted only when on-site parking is not possible. When off-site parking is necessary, local parking regulations must be observed.
- F.    Unauthorized entrance, or use of the Owner's occupied facilities shall be cause for dismissal.
- G.    Any damage caused by a workman shall be repaired by the Contractor whose workman caused the damage. Construction Manager shall determine who is responsible for damage.
- H.    The use of radios, MP3's, iPods, and or other sound producing devices are strictly prohibited.

## SECTION 01 41 00 – PROJECT WORK RULES

- I. Work personnel are to keep the project site clean of personal litter. Any areas used for breaks, or lunch will be cleaned up immediately after such use. Two (2) hours of manpower for each trade are required each Friday for cleaning all dirt, dust, and debris within the building and around the construction site. Use of sweeping compound is required when broom-cleaning concrete floors for dust control. Each contractor is to provide sweeping compound.
- J. Any work personnel on the project who is found to be under the influence of drugs, or alcohol shall be removed from the project immediately.
- K. Workmen shall not enter other portions/sections of the Building than those currently designated as work areas or identified as access to a work area.
- L. The Owner may wish to occupy and/or conduct activities in portions of the building not designated as work areas. No workman shall interfere with the Owner's use of these areas.
- M. Smoking or other use of tobacco products is not permitted on property.
- N. Construction personnel are not to bring food or beverage on site in glass containers. No food or beverage is to be brought into the building at any time.
- O. Fraternizing with owner's personnel is grounds for immediate dismissal.
- P. Cursing, "cat calls", profanity, inappropriate gestures, verbal, on clothing or otherwise, etc., will be grounds for immediate dismissal.
- Q. Each contractor shall be responsible for their own safety program. They shall designate an on-site person to be responsible of any required implementation of their safety program and for their safety meetings. Copies of meeting minutes of the safety meeting and the contractor written safety program shall be available. The Construction Manager may ask to see such documents, but only to confirm their existence. The Owner, Construction Manager and Architect shall in no way have any responsibility for the contractor safety program nor its implementation.
- R. The contractor and his employees shall be solely responsible for their compliance with OSHA and IOSHA rules and regulations. The Owner, Construction Manager and Architect shall in no way have any responsibility to the contractor nor his employees for compliance with OSHA or IOSHA rules and regulations. Each contractor shall have available on site and shall provide a copy of all Material Safety Data Sheets to the architect through the Construction Manager as a required submittal. However, this submittal shall not require any action by the Architect nor the Construction Manager. This is an informational submittal only.

If the Construction Manager is fined by OSHA due to the Contractor(s) failure to comply with all OSHA requirements, the Contractor(s) shall reimburse the Construction Manager for all costs associated with said fine.
- S. Eating within the building shall only be allowed at the discretion of the Construction Manager. This privilege may be withdrawn at any time.
- T. To protect the safety of all parties involved at the [Sugar Creek Fire Station #42](#) any contract entity performing work on this project is required to obtain a Limited Adult Criminal History Information Report for all those employees employed by the prime contractor, subcontractor, and suppliers who shall be working on the project site.

## SECTION 01 41 00 – PROJECT WORK RULES

Contractor shall obtain, at its expense, a Limited Criminal History Background check from the State of Indiana for each person who will perform work on behalf of the Contractor at the project site, including all employees, subcontractors, and suppliers. Prior to performing work on the project site, Contractor will submit the Adult Criminal History Information Report for each employee along with an Affidavit of Contractor Regarding Criminal Background Checks to the Construction Manager verifying that a background check has been obtained for these individuals and a commitment to perform such a background check for any new and additional persons subsequently performing work on this project site. If any of the background checks obtained by the Contractor reveal that an individual has been convicted of a crime, then the Owner will determine whether the criminal conviction(s) is for the type of an offense which would indicate a behavior trait that could cause a potential harm. The Owner, in its sole discretion, shall have the right to reject the person and prevent that person from performing work on the project site. It shall be considered a material breach of this Contract if the Prime Contractor allows any person to perform work on its behalf on this project site without first having obtained a Limited Criminal Background History Report or if the Contractor allows a person rejected by the Owner to work on the project site. See Section 00 43 00 – Standard Forms for the Request for Limited Adult Criminal History Information form, which is also available at [www.IN.gov](http://www.IN.gov).

### **PART 3**      **EXECUTION**

NOT USED

**END OF SECTION**

**SECTION 01 74 13**  
**CONSTRUCTION CLEANING**

**PART 1**      **GENERAL**

1.01    Description

- A.      The Work of this Section shall be included as a part of the Contract Documents of the Contractors on this Project. Where such Work applies to only one Contractor, it shall define as to which Contractor the Work belongs.
- B.      Final cleaning is work of [Section 01 74 23 – Final Cleaning](#).

1.02    Quality Assurance

- A.      The Owner reserves the right pertaining to the clean-up responsibilities that are a part of each Contractor's Work. Paragraph 4.15, "Cleaning-Up," included in the General Conditions and the statement concerning clean-up which is included in each Contractor's Scope of Work, will serve as the required 7 day notice called for in subparagraph 3.4.1 of the General Conditions.

1.03    Purpose - Daily Cleaning

- A.      Define and emphasize the responsibility of each Contractor to remove his rubbish and debris from the construction site to guard against fire and safety hazards as well as to provide a more efficient construction operation for every Contractor. If this cleaning is not performed to the satisfaction of the Owner, it will be performed for the Contractor at his expense, cost of which will be deducted by Change Order prior to final payment.

1.04    Purpose - Routine Cleaning

- A.      Each Friday afternoon, and more often as necessary, each Contractor shall perform an overall cleanup of the entire Project, including a broom cleaning of appropriate surfaces. The trades shall remove their rubbish and debris from the building site to the rubbish collection location promptly upon its accumulation and in no event later than the Contractor's regular Friday general cleanup. The Contractor for Bid Package No. 01.1 shall provide a suitable location on the site with a sufficient quantity of rubbish containers and shall be responsible for the removal rubbish from the site.
- B.      The Contractor for Bid Package No. [01.1 – Sitework & General Trades](#) is responsible for dumpsters for general debris for the life of the Project. The rubbish containers are for normal construction waste with the exception of hazardous waste, E.P.A. controlled material, etc.
- C.      For any contractor providing rubbish container:
  - .1      Dispose of container contents weekly or at more frequent intervals if required by container capacity.

1.05    Safety Requirements

- A.      Hazards Control
  - .1      Store volatile wastes in covered metal containers, with proper hazard identification, and remove from premises daily.

## SECTION 01 74 13 – CONSTRUCTION CLEANING

- .2 Prevent accumulations of wastes which create hazardous conditions.
- .3 Provide adequate ventilation during use of volatile or noxious substances.
- B. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - .1 Do not burn or bury rubbish and waste materials on project site.
  - .2 Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - .3 Do not dispose of wastes into streams or waterways.

### 1.06 Assignment

- A. Each bid category

## **PART 2 PRODUCTS**

### 2.01 Materials

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer and protect adjacent materials and surfaces from damage.
- C. Use sweeping compound for dust control in all interior spaces.

## **PART 3 EXECUTION**

### 3.01 Daily Cleaning

- A. Contractors shall execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Daily during progress of work, clean site and public properties and dispose of waste materials, debris and rubbish in dumpster type rubbish container provided under this Section.
- D. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- E. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- F. Place no new work on dirty surfaces.
- G. Prevent any construction debris or materials from going onto or accumulating on adjacent property or right-of-ways. The Owner shall have the authority to order such

## SECTION 01 74 13 – CONSTRUCTION CLEANING

material cleaned up and deduct the complete cost of the effort from the contract of the party deemed responsible.

### 3.02 Routine Cleaning

- A. Employ experienced workmen for cleaning.
- B. Remove dirt, mud and other foreign materials from sight exposed interior and exterior surface.
- C. Weekly, or at more frequent intervals, if work activities justify same, perform the following cleaning. This includes dirt, dust and debris not identifiable as part of a Contract. Broom clean floor and paved surfaces; rake clean other surfaces of ground.
- D. Maintain cleaning throughout the life of the Project.
- E. Should the Contractor fail in the performance of this Work, the Owner may perform such Work in accordance with Article 3 of the General Conditions.
- F. The Owner has the right to order the participation of each contractor on site or with scheduled work in a general clean-up effort.
- G. The Owner have the right to back charge Prime Contractors for efforts related to their failure to clean up or failure to accurately participate in a collective clean-up as noted above.

**END OF SECTION**

**SECTION 01 74 23**  
**FINAL CLEANING**

**PART 1**      **GENERAL**

1.01    Description

- A.      Work included: Cleaning of the complete building and site in a standard of cleanliness as described in this section.
- B.      Related work described elsewhere: In addition to standards described in this section, comply with all requirements for cleaning up as described in various other sections of these specifications.

1.02    Quality Assurance

- A.      Inspection: Conduct inspection, **upon completion of final cleaning**, to verify that **requirements are being met**.
- B.      Codes and standards: In addition to the standards described in this section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.03    Requirements of Regulatory Agencies

- A.      Fire protection: Store volatile waste in covered metal containers, and remove from premises daily.
- B.      Pollution Control: Conduct clean-up and disposal operations to comply with local ordinances and anti-pollution laws.
  - .1      Burning or buying of rubbish and waste materials on the project site is not permitted.
  - .2      Disposal of volatile fluid waste (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

1.04    Conduct a Pre-Final Cleaning Meeting

- A.      The Owner, Finish Contractors and their respective Prime Contractors, parties responsible for cleaning, and manufacturer of cleaning/waxing products shall be in attendance. Review manufacturer's suggested cleaning/waxing procedures with the Owner's representative.

1.05    Submittals

- A.      Copies of manufacturer's and/or the Contractors suggested cleaning instructions shall be submitted in writing.

**PART 2**      **PRODUCTS**

2.01    Cleaning Materials and Equipment



## SECTION 01 74 23 – FINAL CLEANING

- A. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

### 2.02 Compatibility

- A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Architect.

## **PART 3 EXECUTION**

### 3.01 Coordination

- A. The Contractor shall become familiar with the Owner's normal cleaning practices and shall use similar products whenever desirable and possible.

### 3.02 Final Cleaning

- A. Definition: Except as otherwise specifically provided, "clean", (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance equipment and materials.
- B. General: Prior to completion of the work, remove from the jobsite all tools, surplus materials, equipment, scrap, debris, and waste.

.1 The Contractor for Bid Package [No. 1.1 – General Trades](#) shall perform final clean-up. [Contractors in all new construction, renovated construction, and adjacent existing areas](#) shall leave Work of the complete Project in clean, neat condition.

.2 The following are examples, but not by way of limitation, of cleaning levels required.

- a. Remove labels which are not required as permanent labels.
- b. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.
- c. Clean exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
- d. Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.
- e. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.

## SECTION 01 74 23 – FINAL CLEANING

- f. Clean concrete floors in non-occupied spaces broom clean.
- g. Vacuum clean carpeted surfaces and similar soft surfaces.
- h. Clean plumbing fixtures to a sanitary condition, free of stains, including those resulting from water exposure.
- i. Light fixtures and lamps must be fully cleaned so as to function with full efficiency.
- j. Clean project site (yard and grounds). Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even textured surface.
- k. All finished floor materials are to be waxed and polished where appropriate and desired by the Owner.

### C. Structures:

- .1 Exterior: Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. Do not use water pressure higher than 700 PSI. In the event of stubborn stains not removable with water, the Architect may require light chemical cleaning.
- .2 Interior: Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint droppings, spots, stains, and dirt from finished surfaces.
- .3 Glass: Clean all glass inside and outside.
- .4 Polished surfaces: To all surfaces requiring the routine application of buffed polish, apply polish as recommended by the manufacturer of the material being polished.
- .5 Fixtures: Clean all plumbing fixtures.

- D. Timing: Schedule final cleaning to enable the Owner to accept a completely clean project.

### 3.03 Cleaning during Owner's occupancy:

- A. Should the Owner occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Owner in accordance with the General Conditions of the Contract.

**END OF SECTION**

**SECTION 01 75 00**  
**STARTING OF SYSTEMS**

**PART 1**      **GENERAL**

1.01    Section Includes

- A.      Starting systems.
- B.      Demonstration and instructions.

1.02    Submittals

- A.      Written report confirming proper installation and function.
- B.      Video DVD.

1.03    Starting Systems

- A.      Coordinate schedule for start-up of various equipment and systems.
- B.      Notify Architect, ~~Construction Manager~~, and Owner seven (7) days prior to start-up of each item.
- C.      Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D.      Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E.      Verify wiring, controls, and support components for equipment are complete and tested.
- F.      Execute start-up under supervision of Contractor's personnel in accordance with manufacturers' instructions and recommendations.
- G.      When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation to start-up, and to supervise placing equipment or system in operation.
- H.      Submit a written report in accordance with Section 01 45 00 – Quality Control that equipment or system has been properly installed and is functioning correctly.
- I.      The Contractor job superintendent shall not be removed from the job until all equipment has been put in operating order, tested, demonstrated to the Owner and the punchlist completed.

1.04    Demonstration and Instructions

- A.      Demonstrate operations and maintenance of products to Owner's personnel at least two (2) weeks prior to date of final inspection.

## SECTION 01 75 00 – STARTING OF SYSTEMS

- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment locations.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- F. Video demonstrations, including questions and answers. Provide Owner with copy of video [DVD formats](#).

### 1.05 Instructional Video [or DVD's](#)

- A. Any material, equipment, product, etc. that requires a demonstration or on-site instruction to the Owner for proper operation, safety, or care shall be video [DVD](#).
- B. Provide instructional video [or DVD's](#) as required elsewhere.
- C. Provide a video [or DVD](#) for each mechanical and electrical system including but not limited to boilers, air handling units and fan powered boxes, temperature control system, and fire alarm system.
- D. Video [or DVD's](#) shall include demonstrations of all items listed in Article 1.04, Paragraph D.
- E. Video [or DVD's](#) shall be turned over to the Owner as a close-out requirement.

## **PART 2** **PRODUCTS**

NOT USED

## **PART 3** **EXECUTION**

NOT USED

**END OF SECTION**

**SECTION 01 75 50**  
**TESTING, ADJUSTING & BALANCING OF SYSTEMS**

**PART 1**      **SPECIAL PROVISION**

1.01    Drawings and Specifications

- A.    The "Instructions to Bidders", "General Conditions", "Supplemental General Conditions", and "General Requirements" of the project specifications are a part of these specifications as stated above, whether attached thereto or not. It shall be the contractor's responsibility to properly coordinate the requirements of these provisions.

1.02    General

- A.    The Owner will select and employ an impartial, independent Balancing Agency to provide testing and balancing services for the heating, ventilating, and air-conditioning (Plumbing & Mechanical) systems of this project. [These services will be paid for by the Owner. Final approval of the Balancing Contractor shall be by the Owner.](#)
- B.    The Balancing Agency is advised that the project is to be completed within the constraints of the project schedule. Any extension of time shall be as provided in the specifications and shall be granted by the Owner.
- C.    The schedule for testing and balancing the Plumbing & Mechanical systems shall be established in coordination with the Balancing Agency, the Plumbing & Mechanical Contractor and the Owner. It is the Balancing Agency's responsibility to initiate this continuing coordination to determine his schedule for final testing and balancing services and the periodic inspections required during construction
- D.    [The Contractor for Bid Package No. 1.1 – General Trades](#) shall provide all labor and material necessary to modify the installation as necessary to meet design requirements. This includes but is not limited to sheaves, belts, pulleys, etc.

1.03    Qualifications of the Balancing Agency

- A.    The Balancing Agency shall be a current member of the [National Environmental Balance Bureau \(NEBB\)](#) or another similar association. A Bidder belonging to another association shall submit evidence of active membership and requirements for membership in that association.
- B.    The Balancing Agency must be an independent company. It cannot have any ties, economic (ownership) or otherwise to any Contractor, Subcontractor, Supplier, Manufacturer, etc. who are supplying labor or materials for the project.
- C.    To perform required professional services, the Balancing Agency shall have a minimum of one test-and-balance engineer certified by the National Environmental Balance Bureau (NEBB) or another similar association.
- D.    This certified test-and-balance engineer shall be responsible for supervision and certification for the total work herein specified.
- E.    The Balancing Agency shall submit records of experience in the field of air and Hydronic system balancing or any other data as requested by the Owner. The supervisory

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personnel for the firm shall have at least five (5) years' experience, and all the employees used in this project shall be qualified technicians in this specific field.

- F. The Balancing Agency shall furnish all necessary calibrated instrumentation to adequately perform the specified services. An inventory of all instruments and devices in possession of the Balancing Agency may be required by the Owner to determine the Balancing Agency's performance capability.
- G. The Balancing Agency shall have operated for a minimum of three (3) years under its current name.
- H. Companies bidding testing and balancing work shall have testing and balancing as their primary business. Bidders shall not be related to this Project in any other way, nor have any other type of ties/relationships to other Contractors or supplies on this Project.

### 1.04 Standards

- A. The Balancing Agency shall perform the services specified herein in accordance with the National Environmental Balance Bureau (NEBB) standards and procedures including revisions, to the date of the contract.
- B. All terms in this specification shall have their meaning defined as stated in the Standards.
- C. If these specifications set forth more stringent requirements than the NEBB Standards and procedures, these specifications shall prevail.

### 1.05 Documents

- A. The Owner will provide the balancing contractor one copy of the following documents:
  - 1. Project drawings and specifications.
- B. The [Contractor for Bid Package No. 1.1 – General Trades](#) shall provide the balancing contractor one (1) copy of the following documents:
  - 1. Approved construction revisions pertaining to the HVAC systems.
  - 2. Approved submittal data on HVAC equipment and systems to be installed by the Plumbing & Mechanical Work Contractor.
  - 3. Approved HVAC shop drawings for ductwork.
  - 4. Approved HVAC wiring diagrams, control diagrams, and equipment brochures, as appropriate.

### 1.06 Coordination

- A. It will be necessary for the Balancing Agency to perform his services in close coordination with the Contractor for [Bid Package No. 1.1 – General Trades](#).
- B. The plans and specifications have indicated meters, valves, dampers, and other devices for the purpose of adjusting the system to obtain optimum operating conditions. It will be the responsibility of the Plumbing & Mechanical Work Contractor to install these devices in a manner that will leave them accessible and readily adjustable. The Balancing Agency shall provide guidance if there is a questionable arrangement of a control or balancing device.

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- C. The Concrete, Doors & Equipment Work Contractor, Ventilation & Ductwork Contractor, Plumbing & Mechanical Work Contractor, Temperature Control Contractor, and the suppliers of the HVAC equipment shall all cooperate with the Balancing Agency to provide all necessary data on the design and proper application of the system components. In addition, they shall furnish all labor and materials required to eliminate any system deficiencies.

### 1.07 Responsibilities of the Contractor

- A. The [Contractor for Bid Package No. 1.1 – General Trades](#) shall complete the installation and start all HVAC systems to ensure they are working properly, and shall perform all other items as described hereinafter to assist the Balancing Agency in performing the testing and balancing of the HVAC systems.

#### B. Air Distribution Systems

1. Verify installation for conformity to design.
2. Terminate all supply, return, and exhaust ducts, and pressure test them for leakage, as required by specification.
3. Ensure that all volume, splitter, extractor, and fire dampers are properly located and functional. Dampers serving requirements of minimum and maximum outside, return, relief, and exhaust air shall provide tight closure and full opening, with a smooth and free operation.
4. Verify that all supply, return, exhaust, and transfer grilles; registers; diffusers; and high-pressure terminal units are installed and operational.
5. Ensure that air-handling systems, units, and associated apparatus, such as heating and cooling coils, filter sections
6. Ensure that all fans (supply, return, relief, and exhaust) are operating and free of vibration. All fans and drives shall be checked for proper fan rotation and belt tension. Overload protection shall be of proper size and rating. A record of motor current and voltage shall be made to verify that the motors do not exceed nameplate rating.
7. Make any necessary changes to the sheaves, belts, and dampers, as required by the Balancing Agency, at no additional cost to the Owner.
8. Install clean filters.

#### C. Water Circulating Systems

1. Verify installation for conformity to design.
2. Check all pumps to verify pump alignment and rotation.
3. Ensure that systems are clean, with the proper strainer screens installed for normal operation.
4. Check all pump motors for current and voltage, to ensure that motors do not exceed nameplate rating.
5. Provide overload protection of proper size and rating.
6. Ensure that all water circulating systems shall be full and free of air; that expansion tanks are set for proper water level; and that all air vents were installed at high points of systems and are operating.
7. Check and set operating temperatures of heat exchangers to design requirements.

### 1.08 Responsibilities of the Contractor

- A. The Contractor for [Bid Package No. 1.1 – General Trades](#) shall complete the installation of the temperature control system, and operate and test all control systems to ensure they are functioning properly as designed. The temperature control installer shall assist the Balancing Agency in testing and balancing the HVAC systems, as described hereinafter.

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1. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, damper sequences, air and water reset, and fire and freeze stats.
2. Verify that all controlling instruments are calibrated and set for design operating conditions.
3. Calibrate room thermostats after installation, and before the thermostat control verification tests are performed. The Balancing Agency shall provide the accuracy of final settings by taking temperature readings. The readings shall be in a typical conditioned space for each separately controlled zone.
4. The temperature-control installer shall allow sufficient time in the project to provide assistance and instruction to the Balancing Agency in the proper use and setting of control components such as, but not limited to, computers, static pressure controllers, or any other device that may need set points changed so that the testing and balancing work can be performed.

### 1.09 Notification for Testing and Balancing Work to Begin

- A. The Contractor for [Bid Package No. 1.1 – General Trades](#) shall notify the Balancing Agency in writing when all heating, ventilating, and air-conditioning systems are complete and ready for testing and balancing. The Contractor for [Bid Package No. 1.1 – General Trades](#) shall attest that he has completed all items as described in Section 1.7 of these specifications. The Owner shall be copies on this correspondence.
- B. If, upon commencing the work, the balancing contractor finds that the systems are not ready, or if a dispute occurs as to the readiness of the systems, the Balancing Agency shall request an inspection to be made by the Owner. This inspection shall establish to the satisfaction of the represented parties whether or not the systems meet the basic requirements for testing and balancing. Should the inspection reveal the notification to have been premature, all costs for the inspection and work previously accomplished by the Balancing Agency shall be paid for by the Contractor for [Bid Package No. 1.1 – General Trades](#). Furthermore, such items that are not ready for testing and balancing shall be completed and placed in operational readiness before testing and balancing services shall again be requested.

### 1.10 Quantities

- A. In all cases where a device, operation, procedure, tool, equipment, or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices, as are required to complete the testing and balancing specified herein.

### 1.11 Storage

- A. In coordination with the Owner, the balancing contractor shall arrange for an area of ample size and convenient location for storage of tools, equipment, and other items as required.

### 1.12 Pro-Rate Expense

- A. The balancing contractor shall not be responsible in whole or in part for any pro-rate expense for utilities, or expense of any nature relating to the rest of the building or other contractor's work.



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### 1.13 Insurance

- A. As required by the Supplementary General Conditions.

### 1.14 Submittals

- A. Written report of reviews during construction.
- B. Final test and balance reports.
- C. Opposite season test reports.
- D. Evidence of current active membership and organization requirements (if not NEBB).
- E. Registered Engineer's name and Indiana Registration Number.
- F. Each distribution system shall be schematically drawn (single line diagram) on 8-1/2" x 11" sheets of paper. Larger systems may require several sheets. All components and terminal devices shall be shown and labeled. Room names or numbers shall be included.
- G. Record operating data for each piece of equipment on 8-1/2" x 11" report form. Data shall include pressures, temperatures amperages, RPM, etc.
- H. Submit report of conditions experienced with any piece of equipment or device which did not perform satisfactorily or which required special settings. Include in report, the final condition accepted.
- I. All final reports shall be signed and sealed by the certified test and balance Engineer.
- J. Data Sheets
  - .1 Submit typewritten data sheets on each item of testing equipment to be used.
  - .2 Include name of device, manufacturer's name, model number, latest data of calibration, and correction factors.
- K. Final Report
  - .1 Submit as outlined in Paragraph 3.8.
- L. Reports
  - .1 Written report of each inspection.

## **PART 2      PRODUCTS**

### 2.01 Equipment Data Cards

- .1 Record operating data for each piece of equipment on a card, enclosed in plastic and attached to the equipment. Operating data should include all data such as pressures,

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temperatures, amperages, revolutions per minute, which are significant to the normal operating points of the equipment.

- .2 Cards shall be 3" x 5" or 5" x 8" standard index cards and shall include Balancing Contractor's name, address, phone number and date of test.

### **PART 3      BALANCING SPECIFICATIONS AND RESPONSIBILITIES OF BALANCING AGENCY**

#### 3.01    Scope

- A. In accordance with Product Drawings and Specifications and as specified herein, the Balancing Agency shall provide all supervision, personnel, instruments, calibration equipment, and all other materials and services necessary to perform all testing and balancing of the heating, ventilating, and air-conditioning systems. All test data including all pertinent calculations shall be reported on appropriate forms.
- B. Any replacement of parts, shives, belts, etc. required to properly balance the system shall be the responsibility of the Contractor for [Bid Package No. 1.1 – General Trades](#).

#### 3.02    General

- A. The testing and balancing of the heating, ventilating, and air-conditioning systems shall be performed by an independent Balancing Agency. The Balancing Agency shall have a minimum of five years' specialized experience in air and Hydronic system balancing, and possess calibrated instruments, qualified test-and-balance engineers, and skilled technicians to perform all required tests. The Balancing Agency shall be a certified member of the National Environmental Balance Bureau (NEBB) or another similar association.
- B. The tests shall demonstrate the specified capacities and operation of all equipment and materials comprising the systems. The Balancing Agency shall then make available to the Owner's representative such instruments and technicians as are required for spot checks of the system.
- C. The Balancing Agency shall not instruct or direct the Plumbing & Mechanical Work or Ventilation & Ductwork Contractors in any of the work. Any proposed changes or revision in the work shall be submitted to the Architect, through the Owner, in writing. The Architect shall, in coordination with his engineer, process the proposal as appropriate.

#### 3.03    Services

- A. During construction, the Balancing Agency shall inspect the installation of pipe systems, Sheet Metal Work temperature controls and other component parts of the heating, ventilating, and air-conditioning systems. The inspections shall be performed periodically as the work progresses. A minimum of two inspections are required as follows: (1) when 60% of the duct work is installed; (2) when 90% of the equipment is installed. The Balancing Agency shall submit a written report of each inspection to the Owner.
- B. Upon completion of the installation and start-up of the mechanical equipment by the Contractor for [Bid Package No. 1.1 – General Trades](#), the Balancing Agency shall test and balance the system components to obtain optimum conditions in each conditioned space in the building. If construction deficiencies are encountered that preclude obtaining optimum conditions, and the deficiencies cannot be corrected by the

## SECTION 01 75 50 – TESTING, ADJUSTING & BALANCING OF SYSTEMS

Contractor for [Bid Package No. 1.1 – General Trades](#) Contractors within a reasonable period of time, the Balancing Agency shall cease testing and balancing services and advise the Owner, in writing of the deficiencies.

### 3.04 Air System Procedures

- A. The Balancing Agency shall perform the following testing and balancing functions, where appropriate, necessary or required, in accordance with the National Environmental Balance Bureau (NEBB) National Standards:
1. **Fan Speeds** - test and adjust fan RPM to achieve design CFM requirements.
  2. **Current and Voltage** - measure and record motor current and voltage.
  3. **Pitot-tube Traverse** - perform a Pitot-tube traverse of main supply and return ducts to obtain total CFM. If a Pitot-tube traverse is not practical, the summation of the outlets or inlets may be used. An explanation why a traverse was not made must appear on the appropriate data sheet.
  4. **Outside Air** - test and adjust system minimum outside air by Pitot-tube traverse. If a Pitot-tube traverse is not practical, the percentage of outside air may be determined by calculations from the return air, outside air, and mixed air temperatures. Make allowances for heat of compression and motor heat where applicable.
  5. **Static Pressure** - test and record system static pressures, including suction and discharge static pressure of each fan.
  6. **Air Temperature** - take wet-bulb and dry-bulb air temperatures on the entering and leaving side of each cooling coil. Dry-bulb temperature shall be taken on the entering and leaving side of each heating coil.
  7. **Zone Ducts** - adjust zone ducts to within design CFM requirements. At least one zone balancing damper shall be completely open.
  8. **Main Ducts** - adjust main ducts to within design CFM requirements and traverse for total CFM quantities.
  9. **Branch Ducts** - adjust branch ducts to within design CFM requirements. Multi-diffuser branch ducts shall have at least one outlet or inlet volume damper completely open.
  10. **Tolerances** - test and balance each diffuser, grille, and register to within 10% of design requirements.
  11. **Identification** - identify the location and area of each grille, diffuser, register, and terminal box. This information shall be recorded on air outlet data sheets.
  12. **Description** - record the size, type, and manufacturer of each diffuser, grille, and register on air outlet data sheets.
  13. **Terminal Boxes** - set volume regulators on all terminal boxes to meet design maximum and minimum CFM requirements. All associated temperature controls shall be checked for proper operation and calibration. If the terminal boxes have separate settings for heating and cooling CFM, the CFM quantities for each shall be recorded on air outlet data sheets. All diffusers connected to the terminal box shall be read out in the heating and cooling modes and their readings recorded on air outlet data sheets.
  14. **Minimizing Drafts** - adjust all diffusers, grilles, and registers to minimize drafts in all areas.

### 3.05 Heat Pump Loop Water Hot-Water Procedures

- A. The various water circulating systems shall be filled, purged of air, and put into operation before Hydronic balancing.
- B. The flow of water through all coils shall be adjusted by manipulating balancing valves until the rated pressure drops through the coil or metering device is obtained.

## SECTION 01 75 50 – TESTING, ADJUSTING & BALANCING OF SYSTEMS

- C. The Balancing Agency shall perform the following testing and balancing functions, where appropriate, necessary or required, in accordance with the NEBB National Standards:
1. **Water Treatment** - examine the water in the system and determine if the water has been treated and cleaned. If it has not, request the Mechanical Sub-Contractor to clean and treat the water.
  2. **Strainers** - request that the Plumbing & Mechanical (#13) Contractor clean all strainers and confirm.
  3. **Air Vents** - check all air vents at the high points of the water system and determine if they are installed and operating.
  4. **Valves** - set all balancing valves and automatic temperature control bypass valves to the full-open position for balancing. Three-way valves: the rated pressure drop shall first be adjusted with the three-way valves set so that all water flows through the coil. The bypass balancing valve shall then be adjusted on each coil until equal pressure drop between supply and return connections is obtained, with the three-way valve set to bypass the coil.
  5. **Pumps** - adjust Heat Pump Loop, hot-water, and condenser-water pump to meet design GPM requirements. Check pumps for proper operation. Pumps shall be free of vibration and cavitation. Measure and record operating current and voltage.
  6. **Tolerances** - proceed to balance all chilled-water and hot-water coils within 10% of design requirements.
  7. **Marking** - mark all settings and record all data after completing the flow readings and coil adjustments.

### 3.06 Special Systems Procedures

- A. As required.

### 3.07 Verification of Temperature Control

- A. The Balancing Agency shall be assisted by the temperature control contractor in verifying the operation and calibration of all temperature control systems. The following tests shall be conducted.
1. Verify that all control components are installed in accordance with project requirements and are functional, including all electrical interlocks, damper sequences, air and water reset, and fire and freeze stats.
  2. Verify that all controlling instruments are calibrated and set for design operating conditions.
  3. Calibrate the room thermostats after installation and before thermostat control verification tests are performed. The balancing contractor shall provide the accuracy of the final settings by taking temperature readings. The readings shall be in a typical conditioned space for each separately controlled zone.

### 3.08 Tests-and-Balance Report

- A. The test-and-balance report shall be complete with logs, data, and records as required herein. All logs, data, and records shall be typed on white bond paper and bound. The report shall be certified accurate and complete by a Registered Engineer.
- B. Four (4) copies of the test-and-balance report are required and shall be submitted to the Owner.

## SECTION 01 75 50 – TESTING, ADJUSTING & BALANCING OF SYSTEMS

- C. The report shall contain the following general data in a format selected by the balancing contractor.
1. Project Number
  2. Contract Number
  3. Project Title
  4. Project Location
  6. Project Architect
  7. Project Mechanical Engineer
  8. Test & Balancing Agency
  9. Plumbing & Mechanical Contractor
  10. Dates Tests Were Performed
  11. Certification
- D. The test-and-balance report shall be recorded on report forms conforming to the recommended forms in the NEBB National Standards. At a minimum, the report shall include:
1. Preface: a general discussion of the system, any abnormalities and problems encountered.
  2. Instrumentation list: the list of instruments including type, model, manufacturer, serial number, and calibration dates.
  3. System Identification: in each report, the VAV boxes, zones, supply, return, and exhaust openings, and traverse points shall be numbered and/or lettered to correspond to the numbers and letters used on the report data sheets.
    - a. Manufacturer, model number, and serial number.
    - b. All design and manufacturer-rated data.
    - c. Total actual CFM by traverse if practical, if not practical, the sum of the outlets may be used, or a combination of each of these procedures. For specific systems, such as ones with diversity, see the NEBB National Standards.
    - d. Suction and discharge static pressure of each fan, as applicable.
    - e. Outside-air and return-air total CFM.
    - f. Actual operating current, voltage, and brake horsepower of each fan motor.
    - g. Final RPM of each fan.
    - h. Fan and motor sheave manufacturer, model, size, number of grooves, and center distance.
    - i. Belt size and quantity.
    - j. Static-pressure controls' final operating set points.
  4. Pump test forms: Record the following items on each pump test form:
    - a. Manufacturer, size, and serial number.
    - b. All design and manufacturer's rated data.
    - c. Pump operating suction and discharge pressure and final total dynamic head.
    - d. No flow (pump discharge valve closed) suction and discharge pressure and corresponding total dynamic head. This procedure is to determine actual impeller size.
    - e. Rated and actual operating current, voltage, and brake horsepower of each pump motor.
    - f. Submit pump curve showing design-, operating-, and no-flow points of operation.

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5. Heat-exchanger test forms: Record the following items on each heat-exchanger test form:
  - a. Manufacturer and model number.
  - b. All design and manufacturers' rated data.
  - c. Service and location.
  - d. Actual pressure drop and related GPM or steam pressure, primary side.
  - e. Actual pressure drop and related GPM, secondary side.
  - f. Primary side entering and leaving temperatures.
  - g. Secondary side entering and leaving temperatures.
  - h. Temperature control setting.
6. Heating and cooling-coil test forms: Record the following items on each test form:
  - a. Manufacturer.
  - b. All design and manufacturers' rated data.
  - c. Rated and actual water pressure drop through each coil and related GPM.
  - d. Rated and actual static pressure drop across each coil.
  - e. Entering and leaving water temperatures.
  - f. Wet-bulb and dry-bulb temperatures entering and leaving each cooling coil; dry-bulb temperatures entering and leaving each heating coil.
7. Cooling-Tower test forms: Record the following items on each cooling-tower test form:
  - a. Manufacturer, model number, and serial number.
  - b. All design and manufacturers' rated data.
  - c. Entering and leaving wet-bulb and dry-bulb temperatures.
  - d. GPM, determined by pump GPM, condenser GPM, or water meter, if installed.
  - e. Fan RPM.
  - f. Actual operating current, voltage, and brake horsepower on each motor.
  - g. Fan and motor sheave manufacturer, model, size, number of grooves, and center distance.
  - h. Belt size and quantity.
  - i. Gear drive manufacturer and model number, if applicable.

### 3.09 Final Acceptance

- A. At the time of final inspection, the Balancing Agency shall recheck, in the presence of the Owner's representative, specific and random selections of data recorded in the certified test-and-balance report.
- B. Points and areas for recheck shall be selected by the Owner's representative.
- C. Measurements and test procedures shall be same as the original test and balance.
- D. Selections for recheck, specific plus random, shall not normally exceed 15 percent of the total number tabulated in the report, except where special air systems require a complete recheck for safety reasons.
- E. If random tests demonstrate a measured flow deviation of 10% or more from that recorded in the certified test-and-balance report, the report shall automatically be rejected. In the event the report is rejected, all systems shall be readjusted and tested,

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new data recorded, a new certified test-and-balance report submitted, and a new inspection test made, all at no additional cost to the Owner.

### 3.10 Opposite Season Test

- A. The Balancing Agency shall perform an inspection of the HVAC system during the opposite season from that in which the initial adjustments were made. The Balancing Agency shall make any necessary modifications to the initial adjustments to produce optimum system operation.

### 3.11 Incomplete work

- A. Any Contractor whose work is subject to be tested or where work effects the ability of the Testing and Balancing Contractor to successfully complete this test work shall be subject to reimbursement to the Owner for any additional cost incurred.

**END OF SECTION**

**SECTION 01 77 00**  
**PROJECT CLOSEOUT**

**PART 1        GENERAL**

1.01    Related Documents

- A.     The Work of this Section shall be included as a part of the Contract Documents of the Contractors on this Project. Where such Work applies to only one Contractor, it shall be defined as to which Contractor the Work belongs.
- B.     Refer to Article 9 of the General and Supplementary Conditions of the Contract for substantial completion and final payment.

1.02    Description

- A.     Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the Work. Specific requirements for individual units of Work are specified in Sections of Division 2 through **33**. Time of closeout is directly related to "Substantial Completion."
- B.     The Owners are not required to accept substantial completion on only a portion of the project but may do so at their choosing and may so define the portion being accepted, as the Owner so determines.

1.03    Prerequisites to Substantial Completion

- A.     General:        Prior to requesting Architect/Engineer observation for Certification of Substantial Completion (for either entire Work or portions thereof), complete the following and list known exceptions in request:
  - .1     Advise Owner of pending insurance changeover requirements.
  - .2     Submit specific Warranties, Workmanship/Maintenance Bonds, Maintenance Agreements, final Certifications and similar documents.
  - .3     Obtain and submit releases enabling Owner's full and unrestricted use of the Work and access to services and utilities, including Occupancy Permits, Operating Certificates, and similar Releases.
  - .4     Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner. The Contractor shall provide a statement listing all items turned over to the Owner and insert in Operations and Maintenance Manual. Statement shall be signed by Contractor and Owner.
  - .5     Make final changeover of locks and transmit keys to Owner through the, and advise Owner's personnel of changeover in security provisions.
  - .6     Shall have completed start-up testing of systems and instructions of Owner's operating/maintenance personnel. The Contractor shall prepare a written statement outlining the start-up and/or demonstration requirements - this is to list the related specification section. This statement is to be countersigned and dated by the Owner after the requirements have been fulfilled. A copy of said



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statement(s) is to be inserted in the Operations and Maintenance Manual and submitted to the Architect through the Owner.

- .7 The Contractor is to video tape all demonstration and equipment operating instructional periods. Contractor to provide a statement signed and dated by the Owner stating confirmation of demonstration and training is complete; insert in Operation and Maintenance Manual. Video tape(s) is to be submitted in unison with the Operations and Maintenance Manual. The video tape(s) shall be submitted to the Owner.
- .8 Discontinue and remove from project site temporary facilities, staging areas and services, along with construction tools and facilities, mock-ups and similar elements.
- .9 Tests and balancing of mechanical systems to have been completed and reports submitted to the Architect/Engineer.
- .10 Contractor shall submit letter of certification in Operations and Maintenance Manual stating that no materials containing asbestos were incorporated into the Work.
- .11 The Contractor for Bid Package No. [1.1 General Trades](#) shall submit certification inserted in the Operations and Maintenance Manual stating that no flux or solder used for drinking water piping contained more than 0.2 percent lead, and that no pipe or fittings used for drinking water piping contained more than 8.0 percent lead nor for it to exceed any State or National established levels of acceptance.
- .12 Each Prime Contractor listed in Part 3.05 of this Section shall submit record drawing prints and a reproducible. (Reproducible shall be in digital form on CD in an Adobe Portable Document format (PDF) with each page bookmarked with the drawing number), Operation & Maintenance Manuals and similar final record information. Record drawings shall be made from the Contract Documents and shall indicate all changes made during construction. The Contractor shall include all drawings related to their work.
- .13 ~~The Contractors for Bid Package No 1.1 shall submit record drawings on CD in AutoCAD 2010 or later format.~~
- .14 Submit record drawings (prints and reproducibles), maintenance manuals and similar final record information.
- .15 Certification of Code Compliance.
- .16 Complete final cleaning up requirements.
- .17 Each Contractor shall submit a written notification stating all punch list items have been completed and corrected and submit to the Architect.

### 1.04 Prerequisites to Final Payment

- A. General: Prior to requesting Architect/Engineer final observation for certification of final payment, complete the following:
  - .1 Refer to Article 9 of Section [00 21 13](#) - Supplementary Conditions.

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- .2 Submit Operation & Maintenance Manuals
- .3 Submit Project Record Drawings
- .4 Submit Charts and Locations of Concealed Work
- .5 Submit letter stating all Punch List items are completed or otherwise resolved for acceptance.
- .6 Submit letter stating there are no outstanding cost issues.
- .7 Submit final Application for Payment request.

### 1.05 Electrical Lamp Guarantee

- A. The Contractor for Bid Package No. **1.1 – General Trades** shall return to the project and replace and all lamps that burn out within the first six (6) months of occupancy after Substantial Completion.
- B. The Guarantee shall also include the replacement of any non-incidental lamps which expires within less than 75% of its rated life in normal use, within the first twelve (12) months after Substantial Completion.
- C. Lamp replacement includes labor and materials.

## **PART 2 PRODUCTS**

NOT USED

## **PART 3 EXECUTION**

### 3.01 Punch List

- A. Prior to the Architect's preparation of a Project Punch List, each Contractor shall prepare his Punch List and submit a copy of same to the Architect, and Owner. The Contractor shall keep his own Punch List on the job for use by his employees and subcontractors, and for use by other Contractors and for use by the Owner and Architect, to facilitate completion of the Work.
- B. The Contractor's inspection shall be as thorough as possible, in accordance with his desire to provide first-class workmanship and maintain good reputation; and shall include Work under his Contract, including that of his subcontractors.
- C. The Architect shall observe the Work, providing Work on the Contractor's Punch List has been completed, and prepare the Project Punch List for use by the Owner, Contractors, and their subcontractors to expedite proper completion of the Work.
- D. Contractor shall complete items on Punch List within **21-day** period. Contractor shall begin completion and correction of said punch list items with **7** days of receipt of punch lists and complete all activities within the **21-day** period specified. If Contractor fails to

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do so, the Owner in its discretion may perform the Work by itself or other and the cost thereof shall be charged against Contractor.

- E. Inspection Procedures: Upon receipt of Contractor's request for review, Architect will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, the Owner will either prepare Certificate of Substantial Completion, or advise Contractor of work which must be performed prior to issuance of certificate; and Architect to repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "Punch List" for final acceptance.
- F. The Architect/Engineer will visit the site and review the Contractor list of items to be completed or corrected. The Architect/Engineer shall revise this list as he sees fit and submit it to the Contractor. This list will be reviewed for completion when the Contractor so requests. If all items are not found to be completed and additional trips are required, the Architect will be due additional compensation from the Owner. The Owner reserves the right to withhold these costs from monies due the Contractors.

### 3.02 Warranty - Correction of Work

- A. Prior to the expiration of the one (1) year warranty period, the Owner will have the work check to see if additional Work by the Contractor(s) is needed to make good on the warranties. An itemized list will be furnished to the Contractor for corrective or replacement work.
- B. This Work shall be completed immediately by the Contractor(s) after receiving notification.

### 3.03 Certification of Code Compliance

- A. Prior to final payment, the Contractors indicated below shall submit in the Operations and Maintenance Manual through the Owner to the Architect (in duplicate) letters of certification of code compliance as follows:
  - .1 The Contractors for Bid Package 1.1 shall submit letter certifying mechanical installations comply with UMC current applicable editions.
  - .2 The Contractor for Bid Package 1.1 Work shall submit letters certifying that electrical wiring complies with NEC current applicable editions.
  - .3 The Contractor for Bid Package 1.1 Work shall submit letters certifying that alarm systems smoke and heat detection systems comply with Chapter 31 (Regulations No. 7) of UBS, current applicable edition, as supplemented by NFPA Standards 72A, B, C, D and E. These systems shall be demonstrated to the Owner and Owner.
  - .4 The Contractor for Bid Package 1.1 shall submit a letter certifying that the sprinkler system, if any, meets all applicable state, local and national codes and standards, that it is a functional working system and that this system has been tested to confirm compliance with the design and operation. Copies of test results shall be attached.

### 3.04 Operation & Maintenance Manuals

- A. Operations & Maintenance Manuals shall be submitted to the Owner when Contractor work is seventy-five percent (75%) complete.

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- B. Upon Architect's approval, and prior to issuance of final payments, each Contractor shall submit three (3) copies of Operations & Maintenance Manuals through the Owner to the Architect.
- C. Operations & Maintenance Manuals shall be loose-leaf type inserted in a 3-ring binder. All items that shall be included and submitted inclusively in the Operations & Maintenance Manuals are the following:
  - .1 Labels on front cover and spine of Operations & Maintenance Manual shall indicate the following information:
    - .a Project name and address
    - .b Owner's name, address, and phone number
    - .c Architect(s) name, address, and phone number
    - .d Contractor name, address, and phone number
    - .e Date of submission
  - .2 Index listing Specification Sections and Descriptions
  - .3 Titled tabs identifying each particular portion or item of the Work
  - .4 Subcontractors, Installer, and Supplier List
    - .a Contractor/installer
    - .b Manufacturer
    - .c Nearest dealer/supplier
    - .d Nearest agency capable of supplying parts and service
  - .5 Operating instructions shall include necessary printed directions for correct operations, adjustment, servicing and maintenance of movable parts. Also included shall be suitable parts lists, reviewed shop drawings and diagrammatic diagrams showing parts location and assembly, information specified in individual Specification Sections and the following:
    - .a Contractor 1-Year Warranty
    - .b Manufacturer Warranties
    - .c Maintenance Agreements
    - .d Owner's Operating Instructions
    - .e Statement of Receipt for tools, spare parts, extra stock materials as specified
    - .f Statement of Owner Training Complete
    - .g Asbestos-Free Statement
    - .h Certificate of Code Compliance (Mechanical & Electrical Contractor)
    - .i Lead Use Certification Letter
    - .j Statement of Continuation Insurance for 2 years
    - .k Statement for Lamp Guarantee (Electrical Contractor)

### 3.05 "Project-Record" Drawings

- A. The following Contractors shall update "Project-Record" Drawings on separate prints, set aside especially for this purpose on the job. Drawings shall incorporate changes made in the Work of the respective trades, during the construction period. Such changes shall be indicated at the time they occur.
  - .1 [Bid Package No. 01.1 – General Trades](#)
- B. The Contractor shall maintain at the jobsite one (1) copy of Drawings, Specifications, Addendums, reviewed shop drawings, Change Orders, Extra Work Orders, field orders,

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other contract modifications; and other approved documents submitted by the Contractor, in compliance with various Sections of the Specifications.

- C. Each of these project record documents shall be clearly marked "Project-Record Copy"; maintained in good condition; available for observation by the Architect; and shall not be used for construction purposes. Mark-up the document to show the following:
  - .1 The Contractor for Bid Package No Bid Package 1.1 shall provide As-Built Drawings including all structural and architectural changes made during the construction process; which includes all Addendums, accepted Work Request Proposals, Architectural Supplemental Instructions, Change Orders, and Constructive Change Directives related to their work.
  - .2 The location of underground utilities and appurtenances, referenced to permanent surface improvements.
  - .3 The location of internal utilities and appurtenances concealed in building structures, referenced to visible and accessible features of the structures;
  - .4 When elements are placed exactly as shown on Drawings, so indicate; otherwise show changed location.
- D. Contractor shall maintain a current set of project-record documents. Do not permanently conceal work until the required information has been recorded.
- E. Prior to final payment on the Project, submit through the Owner to the Architect the "Project-Record" Drawings for changes recorded for the Work of Division 02 through Division 33.
  - .1 Each drawing shall be labeled "Project Record," dated and signed by the Contractor(s).

### 3.06 Charts and Locations of Concealed Work

- A. The Contractors for Bid Package No. Bid Package 1.1 shall prepare a suitable chart identifying and locating each concealed control or other concealed item requiring repair, adjustment and maintenance. Charts shall be mounted in suitable frames with glass covers secured to wall where directed.
- B. Charts shall list each item, together with its function, item number and location.
- C. Locations throughout the building shall be identified on the wall or ceiling by permanent, non-obstructive plates, labels or other approved means secured in a permanent manner.
- D. Chart details, identification methods, locations, and methods of attachment shall be as approved by the Architect's representative at the jobsite upon submission of proposed procedures, and proper execution of same.

**END OF SECTION**