



**Addendum #3
Hamilton East Public Library
2025 Renovation**

Date: October 6, 2025
Project: Hamilton East Public Library – 2025 Renovation
Project #: 25022
Pages: 82
Bid Dates: **October 9, 2025 at 2:00 pm (local time)**

General Note:

The original Specifications and Drawings dated September 19, 2025 for the project referenced above are amended as noted in this Addendum No. 3. Receipt of this Addendum and any subsequent Addenda must be acknowledged on the Bid Form. Items changed or added by this addendum are to take precedence over the items or descriptions of the work in the project manual and the drawings. Items not mentioned in this addendum are to remain as described in the original plans and specifications.

Specifications Items:

Section 00 01 01 Table of Contents

1. DELETE previously issued 00 01 01 Section and REPLACE with 00 01 01 Section issued with this addendum.

Section 00 70 00a Agreement Between Owner and Contractor (A133)

2. ADD Section 00 70 00a Agreement between Owner and Contractor (A133) per the attached.

Section 00 70 00b Agreement Between Owner and Contractor (A201)

3. ADD Section 00 70 00b Agreement between Owner and Contractor (A201) per the attached.

Section 01 12 00 Bid Package Scopes of Work

4. DELETE previously issued 01 12 00 Section and REPLACE with 01 12 00 Section issued with this addendum.

Section 01 50 00a Temporary Facilities Matrix

5. ADD Section 01 50 00a Temporary Facilities Matrix per the attached.

Section 09 64 29 WOOD STRIP AND PLANK FLOORING

6. REVISE **2.1 Manufacturers** Armstrong World Industries to Armstrong Flooring;
www.armstrongflooring.com/commercial
 - a. Local representative contact: McKenzie Swihart, (463) 273-6464,
McKenzie.Swihart@ahfproducts.com

Drawing Set Items:

www.krMarchitecture.com
The Varsity · 1515 N. Pennsylvania Street · Indianapolis, IN 46202
Historic Postal Building · 1020 Jackson Street · Anderson, IN 46016



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Sheet F-A9-1 – Enlarged Plans

1. Add note “LL” to the ELEVATION NOTES – INTERIOR legend that reads, “PAINT WALL TO MATCH EXISTING COLOR”
2. Add note “LL” to drawing 36 on the length of the wall above the bench and below the storefront.

Sheet F-A11-1 – Room Finish Schedule

1. Revise Finish Schedule, item, WDF-1 color to be “Light Natural Yellow Birch #LM22B-283W.”

Attachments:

1. RFI & Question Log

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DRAFT AIA® Document A133™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the «[] » day of « » in the year «2025 »
(In words, indicate day, month, and year.)

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

«Hamilton East Public Library »« »
«1 Library Plaza
Noblesville, IN 46060 »
« »
« »

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

«Meyer Najem Construction, LLC»
«11787 Lantern Rd., Suite 100»
«Fishers, IN 46038»

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

«2025 HEPL Small Projects »
« »
« »

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

«krM Architecture »
«1515 N Pennsylvania Street»
«Indianapolis, IN 46202 »« »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«See Project Request for Proposal attached as Exhibit D »

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«See Project Request for Proposal attached as Exhibit D »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

«TBD »

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«Bid Documents issued 9/10/25 »

- .2 Construction commencement date:

«See Schedule Exhibit to be attached to GMP Amendment »

- .3 Substantial Completion date or dates:

« See Schedule Exhibit to be attached to GMP Amendment »

- .4 Other milestone dates:

« »

**§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)**

«N/A »

**§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)**

«N/A»

**§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)**

«N/A »

**§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)**

«Melissa Loiselle, Library Director »
«Hamilton East Public Library
1 Library Plaza, Noblesville, IN 46060
loisellem@hamiltoneastpl.org
317-770-3218 »

**§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)**

«Matt Mason, Owner's Representative
Veridus Group
5649 Lee Road, Suite 1, Indianapolis, IN 46216
mmason@veridusadvisors.com
419-512-7936 »

§ 1.1.10 The Owner shall retain the following consultants and contractors: NONE

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

«Kevin Montgomery »
«1515 N. Pennsylvania Street, Suite 100, Indianapolis, IN 46202 »
«k.montgomery@krmarchitecture.com »
«317-968-9868 »
« »
« »

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

«Eric Harris, Project Manager
Meyer Najem Construction, LLC»
«11787 Lantern Road, Suite 100 »
«Fishers, IN 46038 »
eharris@meyer-najem.com
(317) 577-0007

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

« »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

« »

§ 1.1.15 Other Initial Information on which this Agreement is based:

« »

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, the A201 General Conditions of the Contract as modified and attached hereto as Exhibit C, 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is

inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, 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 or approve, in a timely manner, information required by the Contract Documents and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.3 Any reference in the Contract Documents to the A201™-2017 General Conditions shall mean the A201 General Conditions, as modified and attached hereto as Exhibit C.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. Except for any Drawings or Specifications prepared by the Construction Manager or its Subcontractors or consultants, the Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to

construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: issuance of bid documents on 9/10/25; submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. A CPM Project Schedule shall be attached as an exhibit to the GMP Amendment.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

« »

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal (the "GMP Proposal") for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 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.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following proposed exhibits:

- .1 Exhibit A1 – Drawing Log: A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 Exhibit A2 – Clarifications & Assumptions: A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 Exhibit A3 – Schedule of Values: A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 Exhibit A4 – Allowance Log: A detailed description of each allowance included in the GMP;

- .5 Exhibit A5 – Lump Sum General Conditions: A list of the cost categories that are included in the Lump Sum General Conditions as defined in Section 7.1.4;
- .6 Exhibit A6 – Project Schedule: A CMP project schedule in accordance with the Contract Documents, including, but not limited to, the date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;
- .7 Exhibit A7 – Labor Rates: A schedule of Construction Manager's personnel rates; and
- .8 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that qualify as a Cost of the Work and are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The Contingency shall be no more than [REDACTED] of the estimated Cost of the Work in the GMP Proposal. Contingency may not be used for: (A) any costs that do not qualify as a Cost of the Work; (B) any costs that are included in the Lump Sum General Conditions; or (C) any costs incurred as a result of Construction Manager's negligence, intentionally wrongful conduct, or breach of this Agreement. With each monthly Application for Payment, Construction Manager shall submit to Owner a Contingency Log detailing all Contingency usage.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 If requested by the Construction Manager, the Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all tariffs that are in effect at the time of the GMP Proposal or are known to go into effect on a date certain in the future, sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. Commencement of the Construction Phase shall be contingent upon issuance of a Notice to Proceed and receipt by Construction Manager of satisfactory evidence of funding for the Project. The written agreement shall set forth a

description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 Exhibit D sets forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested and necessary for the performance of the Work, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Intentionally omitted.

§ 4.1.7 The Owner shall only communicate with Subcontractors through the Construction Manager.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B101™–2019, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

«Construction Manager's fee for Preconstruction Phase services shall be the lump sum of [REDACTED] which amount shall be included in Construction Manager's GMP and paid at the earlier of: (A) termination of this Agreement in accordance with Section 13.1; or (B) the first payment following execution of the GMP Amendment.»

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« Not applicable »

Individual or Position

Rate

§ 5.2 Payments

§ 5.2.1 Payment for Preconstruction Phase services shall be in accordance with Section 5.1.1.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

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

« [REDACTED] of the Cost of the Work »

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

«Construction Manager's Fee shall be applied to the net increase or decrease in the Cost of the Work associated with changes in the Work. »

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

«10% for Work and Materials performed or procured directly by Subcontractor; 5% for Work and Materials performed or procured by a lower-tier subcontractor or supplier.»

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed «one hundred» percent («100» %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

«N/A»

§ 6.1.7 Other:

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

« »

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work and shall be based on actual costs paid by the Construction Manager, less all discounts, rebates and salvage. In no event shall the Owner be required to reimburse the Construction Manager for any Cost of the Work incurred prior to the date of this Agreement without the Owner’s prior written approval. Notwithstanding the breakdown or categorization of any Cost of the Work, there shall be no duplication of payment in the event any item for which payment is requested can be characterized as falling into more than one of the types of reimbursable categories. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.1.4 Lump Sum General Conditions The Construction Manager’s Project Staff is considered “General Conditions” and shall be reimbursed as a Cost of the Work in the fixed amount of [REDACTED] (“Lump Sum General Conditions”). Project staff includes Project supervision, including project management, superintendent(s), assistants, and field engineers and all other project related staff of Construction Manager.

.2—

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed or retained by the Construction Manager to perform the construction of the Work at the site or at off-site workshops at the labor rates set forth in Exhibit A7.

§ 7.2.2 Costs for the Construction Manager’s supervisory and administrative personnel assigned to the Project are included in the Lump Sum General Conditions.

§ 7.2.2.1 Costs for the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, are included in the Lump Sum General Conditions.

§ 7.2.3 Costs for the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, are included in the Lump Sum General Conditions.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, are included in the Lump Sum General Conditions and/or labor rates set forth in Exhibit A7.

§ 7.2.5 The labor rates in Exhibit A7 shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. The are not a Cost of the Work, but the Construction Manager's general and excess/umbrella liability, automobile, worker's compensation, and professional insurance (Builder's Risk is not included) shall be invoiced at the rate of [REDACTED] of the Cost of Work.

§ 7.6.2 Tariffs that are in effect at the time of the GMP Proposal or are known to go into effect on a date certain in the future, sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the costs of jobsite computer hardware, software, supplies, and communication, cost of corporate and regional data processing miscellaneous services.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, but only to the extent such costs are not incurred as a result of the Construction Manager's own negligence.

§ 7.7.3 Costs of repairing damaged Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others. Construction Manager shall take commercially reasonable steps to pursue recovery from insurance, sureties, Subcontractors, suppliers, or others when possible.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.7.5 If the cost of any material increases from the bid amount due to the imposition of tariffs or otherwise, then Construction Manager shall be entitled to a reasonable adjustment to the Contract Sum to take the price escalation into account. For this paragraph to apply the material cost must be separately stated as part of the estimate or bid, and the variance must be supported by actual invoices or receipts.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party transaction" shall mean any self-performed Work as well as Work being performed by (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a related-party transaction, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall self-perform or procure the Work, equipment, goods, or service, from

the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall not self-perform and shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall use best efforts to obtain at least three (3) bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager acknowledges that this Agreement is to be administered on an "open book" arrangement relative to the Cost of the Work. The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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

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

« »

§ 11.1.3 Provided that an Application for Payment is received by the Owner and Architect not later than the «25th» day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the «25th» day of the following month. If an Application for Payment is received by the Owner and Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «thirty» («30») days after the Owner and Architect receive the Application for Payment.

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

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit:

- 1 AIA Document G702 Application for Payment;
- 2 Updated AIA Document G703 Schedule of Values;
- 3 Construction Manager's conditional and unconditional lien waivers required by the Contract Documents in forms reasonably acceptable to Owner;
- 4 Subcontractor's conditional and unconditional lien waivers required by the Contract Documents in forms reasonably acceptable to Owner;
- 5 Back-up documentation for all Subcontractor and/or supplier costs not being billed as part of the Lump Sum General Conditions;
- 6 Updated Contingency Log reflecting any use of Contingency and/or reallocation of Contingency to other line items on the Schedule of Values;
- 7 A Change Order Log reflecting the current status of any pending and/or accepted Change Order Requests; and
- 8 Any other documentation that the Owner may reasonably request relating to such Application for Payment.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager 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 Construction Manager's Fee.

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

§ 11.1.5.2 With the exception of the Lump Sum General Conditions, the allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall document such use on the Contingency Log submitted with each monthly Application for Payment.

§ 11.1.6 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 Construction Manager on account of that portion of the Work and for which the Construction Manager 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.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 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 Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager'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 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 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 or Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect or Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 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 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, 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.)

«Ten percent (10%)»

§ 11.1.8.1.1 The following items are not subject to retainage:

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

« »

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

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

« Upon the Construction Manager's request, the Owner may, in its sole discretion which shall not be unreasonably withheld, approve the Construction Manager's retainage be reduced to zero for payments on the remainder of the Project after the Project is fifty percent (50%) complete. »

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

« Retainage shall be released upon Substantial Completion, except that Owner may withhold one hundred fifty percent (150%) of the estimated cost to complete any remaining punch-list or incomplete Work or to remedy defective or non-conforming Work. »

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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

§ 11.1.11 The Owner and the Construction Manager 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 Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Owner and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Owner or Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Owner or Architect has made examinations to ascertain how or for what purposes the Construction Manager 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.

§ 11.1.13 **Protection Against Liens.** To the fullest extent permitted by law, provided that the Owner has fulfilled its payment obligations under the Contract Documents, the Construction Manager shall: (A) defend, indemnify and hold harmless the Owner (and, if any, the Project lender(s) and title insurers) from and against all claims, suits, demands, actions, costs, expenses, losses, damages, expenses and liabilities (including without limitation reasonable attorneys' fees) arising out of any payment demand, construction lien, security interest or other encumbrance that attaches to any portion of or interest in the real estate upon which the Project is located and/or to any improvements now existing or to

be constructed thereon, or any Project funds or assets of the Owner, arising out of or related to the provision of any services, labor, equipment, supplies or materials under or pursuant to the Contract Documents by the Construction Manager or any of its Subcontractors or suppliers or anyone else providing a portion of the Work on behalf of or through the Construction Manager (collectively "Payment Claims or Liens"); and (b) promptly upon demand by the Owner, bond off, obtain a discharge of, and/or obtain a release of any Payment Claims or Liens, in accordance with applicable law and in a manner reasonably satisfactory to the Owner (and, if any, the Project lender(s) and title insurer). If Construction Manager fails to satisfy its obligations under this Section 11.1.13, Owner may withhold further payment to Construction Manager to the extent necessary to protect Owner from the Payment Claims or Liens and take whatever steps it deems necessary to obtain a release of any Payment Claims or Liens, the cost of which Construction Manager will either pay to Owner or have Owner deduct from the Contract Sum due and owing, if any. This agreement of defense, indemnity and lien removal shall survive final payment to the Construction Manager of the Contract Sum, the completion of the Work and the Project, and the termination or expiration of this Agreement.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2;
- .4 Construction Manager and all Subcontractors and material suppliers have submitted conditional lien waivers or releases satisfactory to Owner;
- .5 Construction Manager has fully demonstrated to the Owner the use and function of each system or piece of equipment included in the Work in accordance with the Contract Documents; and
- .6 Construction Manager has delivered to the owner all operating and maintenance manuals, parts lists, and repair source ls with respect to each system or piece of equipment included in the Work in accordance with the Contract Documents.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect and Construction Manager.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after satisfaction of all conditions of final payment in Section 11.2.1.

§ 11.3 Interest

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.)

«8%» % «per annum »

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Intentionally omitted

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☐] Arbitration pursuant to Article 15 of AIA Document A201–2017

[☒] Litigation in a court of competent jurisdiction

[☐] Other: (Specify)

« »

If the Owner and Construction Manager 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 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager'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 at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager'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 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 A201–2017.

§ 13.2.2.2 The Owner shall also pay or credit the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

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

«None. »

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the same insurance for the duration of the Preconstruction Services performed under this Agreement as are required for Construction Phase services under Exhibit B.

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner, Owner’s Representative, and Architect as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

The Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given as set forth below: *(If other than in accordance with AIA Document E203–2013, 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.)*

«Notice in electronic format may be provided via email to the party’s designated representative at the email address provided in the Agreement. »

§ 14.5 Other provisions:

«§ 14.5.1 Counterpart Signatures This Agreement may be executed in two or more counterparts, each of which, when so executed and delivered, shall be an original instrument, but all of which together shall constitute a single Agreement. »

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, Exhibit C, General Conditions of the Contract for Construction
- .5 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager'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.)

«See Table of Exhibits on page 2 of this Agreement »

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

Hamilton East Public Library

Meyer Najem Construction, LLC

OWNER (Signature)

« »« »

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A133™ – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the «[]» day of «» in the year «2025 »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

«2025 HEPL Small Projects»
« »

THE OWNER:
(Name, legal status, and address)

«Hamilton East Public Library »
«1 Library Plaza
Noblesville, IN 46060 »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Meyer Najem Construction, LLC»
«11787 Lantern Rd., Suite 100»
«Fishers, IN 46038»

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall not provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials, but if a covered cause of loss results, the insurance will pay for the covered cause of loss. The builder's risk and other property insurance required by this Section A.2.3.1 shall cover only the Work, materials and supplies to be incorporated into the Work, and other temporary facilities included in the Contract Sum. It shall not cover any tools, structures, or equipment owned or rented by the Construction Manager or Subcontractors of any tier, the capital cost of which is not included in the Contract Sum. The builder's risk and other property insurance may exclude (1) underground value, (2) land value, grading or filling and cost of excavation, (3) lawns, trees, shrubs, plants, and other landscaping, (4) those portions of walks, roadways and other paved surfaces which are more than 25 feet from the Project boundary. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, except that, if the cause of the occurrence or damage, in whole, was the act or omission of the Construction Manager shall be responsible for the cost of the deductible, not to exceed \$25,000 per claim, to the extent that the Construction Manager, a Subcontractor, or anyone for whom Construction Manager is liable, Construction Manager shall be responsible for the cost of the deductible, not to exceed \$25,000 per claim is the cause of the occurrence or damage giving rise to the claim. The Owner shall be responsible for all loss not covered because of self-insured retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ☐

- [☐] **§ B.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ☐

- [☐] **§ B.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ ☐

- [☐] **§ B.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ ☐

- [☐] **§ B.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ ☐

- [☐] **§ B.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ ☐

- [« »] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [« »] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

- [« »] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner, Owner's Representative, Architect, and Architect's consultants as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, Owner's Representative, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and Owner's Representative as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« The completed operations insurance coverage shall be maintained by the Construction Manager until the expiration of the Statute of Repose of the state where the Project is located. »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Five Million Dollars» (\$ «5,000,000.00») each occurrence, «Five Million Dollars» (\$ «5,000,000.00») general aggregate, and «Five Million Dollars» (\$ «5,000,000.00») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. All Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability Insurance policies shall be primary and non-contributory with regard to any other insurance that may be available to the Owner and the other Additional Insureds.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « One Million Dollars » (\$ «1,000,000.00 ») each accident, « One Million Dollars » (\$ «1,000,000.00 ») each employee, and « One Million Dollars » (\$ «1,000,000.00 ») policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » (\$ «1,000,000.00 ») per claim and « Two Million Dollars » (\$ « 2,000,000.00 ») in the aggregate. The effective date of the Professional Liability insurance shall be amended by endorsement to allow retroactive coverage for prior acts. The Professional Liability insurance must remain continuously in force for a period of three (3) years after Substantial Completion. In the event of earlier termination of coverage, the Construction Manager must obtain an endorsement for a thirty-six (36) month extended reporting period endorsement or a replacement policy with a retroactive date no later than the earlier of contract execution or the commencement of professional services.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to

purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ B.3.3.2.4 Insurance for physical damage to property** while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ B.3.3.2.5 Property insurance** on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[« »] **§ B.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

«§ AB.4.1 Subcontractor Insurance Requirements

§ AB.4.1.1 The Construction Manager shall, to the extent commercially reasonable, require each of its Subcontractors of all tiers to procure and maintain during the life of its subcontract all the insurance required under this Exhibit B and shall not allow Subcontractors to begin work on the Project until the insurance has been so

obtained. The Construction Manager shall require each Subcontractor to provide an insurance certificate requiring thirty (30) days' written notice to the Construction Manager of cancellation, material alteration or non-renewal of any of the insurance coverages. The Construction Manager shall obtain certificates of insurance from the Subcontractors and confirm such certifications of insurance satisfy the requirements of the Contract Documents prior to the Subcontractor's performance of any portion of the Work. The Construction Manager will cause all Subcontractors to name the Owner, Owner's Representative, Architect, and Architect's consultant as additional insureds on each Subcontractor's general liability and umbrella policies utilizing additional insured endorsements CG 2010, CG 2037, and CG 2038.

»

DRAFT AIA® Document A133™ – 2019

Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the «[]» day of «» in the year «2025 »
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

«2025 HEPL Small Projects»
« »

THE OWNER:
(Name, legal status, and address)

«Hamilton East Public Library »
«1 Library Plaza
Noblesville, IN 46060 »
« »

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

«Meyer Najem Construction, LLC»
«11787 Lantern Rd., Suite 100»
«Fishers, IN 46038»

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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 Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

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§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 **Causes of Loss.** The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall not provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials, but if a covered cause of loss results, the insurance will pay for the covered cause of loss. The builder's risk and other property insurance required by this Section A.2.3.1 shall cover only the Work, materials and supplies to be incorporated into the Work, and other temporary facilities included in the Contract Sum. It shall not cover any tools, structures, or equipment owned or rented by the Construction Manager or Subcontractors of any tier, the capital cost of which is not included in the Contract Sum. The builder's risk and other property insurance may exclude (1) underground value, (2) land value, grading or filling and cost of excavation, (3) lawns, trees, shrubs, plants, and other landscaping, (4) those portions of walks, roadways and other paved surfaces which are more than 25 feet from the Project boundary. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit

§ B.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, except that, if the cause of the occurrence or damage, in whole, was the act or omission of the Construction Manager shall be responsible for the cost of the deductible, not to exceed \$25,000 per claim, to the extent that the Construction Manager, a Subcontractor, or anyone for whom Construction Manager is liable, Construction Manager shall be responsible for the cost of the deductible, not to exceed \$25,000 per claim is the cause of the occurrence or damage giving rise to the claim. The Owner shall be responsible for all loss not covered because of self-insured retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☐] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

☐ ☐

- [☐] **§ B.2.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

☐ ☐

- [☐] **§ B.2.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

☐ ☐

- [☐] **§ B.2.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

☐ ☐

- [☐] **§ B.2.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

☐ ☐

- [☐] **§ B.2.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

☐ ☐

- [« »] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- [« »] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

« »

- [« »] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner, Owner's Representative, Architect, and Architect's consultants as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, Owner's Representative, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner and Owner's Representative as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« The completed operations insurance coverage shall be maintained by the Construction Manager until the expiration of the Statute of Repose of the state where the Project is located. »

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Five Million Dollars» (\$ «5,000,000.00») each occurrence, «Five Million Dollars» (\$ «5,000,000.00») general aggregate, and «Five Million Dollars» (\$ «5,000,000.00») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than «One Million Dollars» (\$ «1,000,000.00») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide

narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. All Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability Insurance policies shall be primary and non-contributory with regard to any other insurance that may be available to the Owner and the other Additional Insureds.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than « One Million Dollars » (\$ «1,000,000.00 ») each accident, « One Million Dollars » (\$ «1,000,000.00 ») each employee, and « One Million Dollars » (\$ «1,000,000.00 ») policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « One Million Dollars » (\$ «1,000,000.00 ») per claim and « Two Million Dollars » (\$ « 2,000,000.00 ») in the aggregate. The effective date of the Professional Liability insurance shall be amended by endorsement to allow retroactive coverage for prior acts. The Professional Liability insurance must remain continuously in force for a period of three (3) years after Substantial Completion. In the event of earlier termination of coverage, the Construction Manager must obtain an endorsement for a thirty-six (36) month extended reporting period endorsement or a replacement policy with a retroactive date no later than the earlier of contract execution or the commencement of professional services.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[« »] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to

purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

[« »] **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

[« »] **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[« »] **§ B.3.3.2.4 Insurance for physical damage to property** while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[« »] **§ B.3.3.2.5 Property insurance** on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

[« »] **§ B.3.3.2.6 Other Insurance**

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type

Penal Sum (\$0.00)

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

«§ AB.4.1 Subcontractor Insurance Requirements

§ AB.4.1.1 The Construction Manager shall, to the extent commercially reasonable, require each of its Subcontractors of all tiers to procure and maintain during the life of its subcontract all the insurance required under this Exhibit B and shall not allow Subcontractors to begin work on the Project until the insurance has been so

obtained. The Construction Manager shall require each Subcontractor to provide an insurance certificate requiring thirty (30) days' written notice to the Construction Manager of cancellation, material alteration or non-renewal of any of the insurance coverages. The Construction Manager shall obtain certificates of insurance from the Subcontractors and confirm such certifications of insurance satisfy the requirements of the Contract Documents prior to the Subcontractor's performance of any portion of the Work. The Construction Manager will cause all Subcontractors to name the Owner, Owner's Representative, Architect, and Architect's consultant as additional insureds on each Subcontractor's general liability and umbrella policies utilizing additional insured endorsements CG 2010, CG 2037, and CG 2038.

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SECTION 01 12 00 – BID PACKAGE SCOPES OF WORK

Contents:

1. PART A
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2. PART B

BID PACKAGES/BID PACKAGE SPECIFIC SCOPES

- a. Bid Package #1 – General Trades
- b. Bid Package #2 – Framing, Drywall, & Ceilings
- c. Bid Package #3 – Glass & Glazing
- d. Bid Package #4 – Flooring
- e. Bid Package #5 – Fire Suppression
- f. Bid Package #6 – Plumbing
- g. Bid Package #7 – HVAC
- h. Bid Package #8 – Electrical & Special Systems

A. General Scope Items: (Applies to ALL Bidders & Bid Packages)

1. For all items listed withing the documents the term(s) Bidder's, Bidder, Contractor, Bid Package, Trade, etc. shall apply to all bidders. Within each Specific Bid Package Scope Specific (Part B) section the same applies to that specific bid package and all their lower tier subcontractors/vendors.
2. All Bid Packages are required to include a 100% Material & Labor Payment Bond. The cost shall be included within each Bid Package Bid.
3. For all items listed below and terms "include" and "provide" mean "furnish and install" unless noted otherwise.
4. Reference and include additions/changes/deletions per updated/addenda documents issued from the Architect/Engineers.
5. In addition to the Contract Drawings, bidders shall include but not be limited to the following items: Specification Sections: Project Manual/Specification Section (Complete), Division 00 (Complete) and Division 01 (Complete).
6. All work necessary for the completion of the project, as documented both in Drawings, Specifications, Scope of Work, and Project Manual. Review/Incorporate entire drawing set, general notes, and plan notes, which refer to each bidder's scope of work.
7. All items listed below are to assist in coordination for bidder's scope. It will be the bidder's responsibility to coordinate their scope of work with the contract documents.
8. Any notes on the drawings or specifications that describe responsibility for work shall not be utilized, exclusively, for determining scope of work requirements (e.g., "by general contractor" or "by electrical contractor"). These notes shall not be used to limit or exclude any scope of work. Responsibility for work shall be as indicated in this scope of work. In the event the responsibility is undefined in the Bid Package Scope of Work, the drawings and specifications shall be followed.
9. Throughout items listed below, many specific detail references are identified for informational purposes. The detail references do not limit the scope of work and serve only to describe the scope of work for inclusion of all similar details within the bid for each Bid Package/Scope.
10. Provide all trade specific permits, fees, inspection costs associated with this scope of work (as applicable). Primary building permit will be provided by others.
11. **All Contractors and Sub-contractors for IDOA Public Works projects valued at over \$300,000 MUST be pre-qualified through the Public Works Certification Board, prior to bid submission or will be grounds for bid to be rejected as non-responsive.** Pre-qualification requires submission of an application for review by the Public Works Certification Board members. The Prime Bidder is REQUIRED to submit a copy of their current IDOA Certification with the Bid.
12. Include approved licensing required to work in the project location, both local and state.

13. This project does NOT require prevailing, Davis-bacon nor union wages.
14. **This project is Tax Exempt.**
15. Review and include as they may apply the “Alternate” and “Allowance” sections of the contract documents. Refer to Applicable Allowance and Alternate specification sections for additional information.
16. Each Prime Contractor / Bid Package shall be responsible for including an onsite Field Superintendent for supervision and coordination, at all instances where either self-perform or subcontract work that is under this Bid Package’s scope of work is present on site. This includes receiving and unloading materials.
17. Contractor shall reference Specification Section 00 89 13 Preliminary Construction Schedule that will be issued via addendum. Bidders shall include required mobilizations and manpower to complete the scope of work as indicated.
18. When working on, near, or adjacent to finished or existing surfaces to remain, protect those surfaces from damage. Damages caused will be repaired at the cost of the trade contractor/bidder causing the damage and not the Owner or Meyer Najem.
19. Each Contractor is responsible for means and methods of performing their work. Each trade is responsible for providing all construction accessories, equipment, tools, access/aerial aids, etc. to perform their work. Bidders are responsible for reviewing and understanding existing conditions and construction phasing.
20. Any contractor which desires to put a trailer or store material on site must do so with the approval of the Construction Manager, and at location as directed by Meyer Najem. (Cost of installing, disconnecting and usage of any electricity shall be borne by trade contractor / bidder requiring such services)
21. Refer to Specification Section 01 14 00 – Work Restrictions and Hours. Bidders shall take all precautions to not impact or disrupt the operations of adjacent buildings/properties. All work must accommodate the required access and egress to the existing buildings/properties. All pedestrian and vehicles egress and access that are adjacent to the work of this project shall be continuously maintained throughout the duration of this work. Each Bidder is responsible for providing their own traffic control measures as necessary/required.
22. Bidders shall perform all work in strict accordance with Project Requirements and all OSHA Rules and Regulations, and Silica Standard for Construction 1926.1153.
23. Bidders are responsible to purchase (as many as needed) their own set of construction documents for the construction of the project through the duration of the project (as needed).
24. Provide daily and routine cleaning as outlined in Specification Sections 01 50 00 and 01 74 19.
25. Contractors shall clean their work area daily. Failure to perform this task and debris that is left by the contractor or the contractor’s subcontractor, the said contractor that created the debris will be responsible for the hourly rate cost for MNC to remove the debris.

26. All project personnel are required to check in with MNC's Site Superintendent upon mobilizing to site, sign in and watch a Safety Video.
27. All bidders and bidder's subcontractors, etc. will be required to check-in with Meyer Najem's Site Superintendent prior to work activities of each individual day.
28. Each Contractor shall provide handrails, flagging, signage, spotters, etc. and they shall be in place for the duration of the fall hazard created as needed by each Contractor. Contractor is responsible for all temporary fall protection measures and signage to comply with OSHA requirements.
29. This Library is a tobacco, vaping, alcohol, and drug free institution / workplace and is strictly prohibited. All workers while on the property shall adhere to this rule. Any violators will be removed from the premise.
30. Each Contractor is responsible for their own materials, labor, accessibility, tools, equipment, hoisting, aerial aids etc. to perform their full scope of work.
31. Each Contractor is responsible for providing field engineering and surveying for their own scope of work, including all horizontal and vertical control, as required. Provide all layout for this scope of work.
32. Escalation costs for all labor, materials, equipment, and consumables shall be included in the bid pricing, based upon the anticipated project schedule.
33. Removal of all refuse, dirt, dust, and debris associated with or adjacent to the work area by each bidder to dumpsters provided by others, except as outlined below. These dumpsters will be located on-site by the Meyer Najem Superintendent.
34. Every trade/contractor while on site is responsible and required to monitor and maintain the cleanliness of treads and tires on equipment and vehicles being used for material delivery, handling and/or installation, prior to moving across roadways. Should any debris, dirt etc. be tracked out of the work site, and it is determined by Meyer Najem that you are the responsible party, you will be required to provide proper removal and cleanup.
35. Bidders shall include all required labor for pre-checkout, start-up, and commissioning of equipment.
36. Supports, Unistrut, wood blocking and other items that are not explicitly shown in the drawings shall be included by the contractor requiring the support, etc. Wood blocking and backing indicated on the drawings, or required at walls and ceilings, etc. to provide a complete and functioning installation of the equipment shall be provided by Bid Package #2 Framing, Drywall, & Ceilings.
37. It is the responsibility of each bidder to provide clean materials and equipment at the time of project turnover.
38. Contractors will be subject to the following media and promotional guidelines as they apply to the project. Company Logos will not be allowed on materials, trailers, fencing, storage facilities, etc. unless approved in writing by the Owner and Meyer Najem. Furthermore, contractor or contractor's subcontractors are not permitted to advertise or feature the project by website, television, newspaper, magazine, social media or any

- other promotional or media output unless specifically approved in writing by the Customer and the Meyer Najem.
39. Construction power and water must be provided by each bidder, as required, from nearby sources on site. It is the responsibility of each bidder to connect to existing utilities for use, obtain approval for all connections from the site superintendent. (Example: temporary construction power/outlets will be provided, extension cord to bidder's workspace will not be provided.) Utility consumption costs from existing site utilities will be covered by others.
40. Contractors performing excavations are responsible for calling/requesting utility locates. Meyer Najem will not request utility locates, contractor performing the excavation must request the utility locates.
41. This project will utilize Lean Construction Principles and will require attendance to pull planning sessions/scheduling, weekly work plan meetings and daily huddles for all field supervision to develop and facilitate an agreed upon detailed schedule. Contractor shall include required mobilizations and provide adequate manpower / crews and overtime to complete the scope of work as indicated and maintain this schedule. Refer to Specification Section 01 32 00 for additional requirements.
- a. In connection with above line item, contractor is responsible for reviewing, understanding, and acknowledging the Preliminary Construction Schedule outlined in Specification Section 00 89 13, including any issued CM Drawings, regarding sequencing and shall include all mobilizations as required. As noted, certain trades / activities may be required to have multiple crews, overtime and / or shift work. Contractor shall provide adequate manpower / crews and overtime in his bid price to maintain this schedule. NO additional monies will be provided for failure to do so. Educate all field personnel of Phasing and Bid Package requirements indicated.
42. Contractors whose scope of work requires access and or work to the roofing system are responsible for maintaining and protecting roofing system.
43. Materials, debris, excess soils, excavated soils etc. hauled off site shall be hauled in accordance with regulations and disposed of legally. Each contractor is responsible for removal of their own spoils from the project site.
44. All pumping necessary to keep excavations and trenches free from water during the entire progress of this work shall be the responsibility of the Bid Package who is responsible for said excavations and trenches. This excludes groundwater remediation. Water shall be discharged per the approved SWPPP. Clean up of sediment around storm water control measures is the responsibility of the bidder causing the need for said clean up. Refer to Geotechnical report for additional information regarding water levels encountered during geotechnical investigation.
45. Temporary facilities, power, water, heating, "winter conditions", security, storage, and/or any other requirement to complete the scope of work shall be included as required and per schedule requirements.
46. All contractors shall note any instance where additional detailing or information is necessary prior to proceeding with any work. These conditions should be communicated by the contractor prior to contract finalization.

47. Include all materials and labor for mockup conditions if required per drawings and specifications.
48. Provide all materials for attic stock under this scope of work per specifications requirements.
49. Each contractor is responsible for labor and equipment for receiving, unloading, handling, and staging of materials provided or installed by their scope.
50. Operation of any construction equipment (those vehicles that are not legal to operate on streets) outside of construction fence/limits shall be minimized and accompanied by a person walking next to the equipment flagging to ensure that the equipment does not affect adjacent public pedestrian and vehicle traffic.
51. Each Bid Package is responsible for all submittals, shop drawings, sample “colors,” closeout documentations required by the project. These documents shall be submitted in digital format to MNC in accordance with the project activities to not delay material acquisition etc. As a general requirement, all submittals are to be received by the Construction Manager within three (3) weeks following formal contract award, unless agreed upon differently. Contractors will be required to submit to the Construction Manager a list of material and equipment that will have a lead time of greater than three (3) weeks and will take longer than the required three (3) weeks to compile submittals for. This list will be due to the Construction Manager within seven (7) days following formal award.
52. Each Bid Package shall be responsible for providing, installing, and maintaining their own certified scaffolding systems, ladders, lifts, equipment, per OSHA guidelines and requirements, as required to complete the scope.
53. Provide all testing and quality control measures per the applicable specifications. Third party testing will be provided and paid for by the Owner.
54. The Owner, City of Fishers, City of Noblesville, local Fire Department, and all additional Authorities Having Jurisdiction have the right to perform a walkthrough and request corrective action at any time during construction. A Certificate of Occupancy will be required at the end of the project.
55. Each Bid Package is responsible for referencing and including all general notes located within the project documents that apply to their Bid Package.
56. Access doors indicated on the drawings (entire set) will be provided and installed by the Framing, Drywall and Ceiling Bid Package. Any trade requiring access/inspection panels or doors that are not shown on the drawing set, but required to access piping, valves, gauges, ports, junction boxes, motors, terminal boxes, dampers, etc. shall be the responsibility of the Bid Package (furnished and installed) of the Bid Package requiring the access panel. Panels to be coordinated and furnished with the appropriate rating and ceiling/wall they are to be installed. Refer to Section 083100 for additional information regarding access doors and frames.
57. Refer to Life Safety Plan(s) for building codes, code analysis, general notes, and rated walls, floors, ceilings.

58. Contractors shall review and include all work for project at **BOTH** the Fishers and Noblesville locations. Drawing files are included separately for each location and all work within drawings will be part of contract.

END OF Part A. GENERAL SCOPE ITEMS (APPLIES TO ALL BIDDERS AND BID PACAKGES)

B. Bid Package Specific Scopes of Work (Refer to Bid Packages 1-8 Beginning on the Following Sheet)

BID PACKAGE #1 – GENERAL TRADES**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description	Section	Description
00 & 01	Procurement & General Requirements	087100	Door Hardware
024100	Demolition	099123	Interior Painting
033000	Cast-In-Place Concrete (As Applies)	101100	Visual Display Units
055213	Pipe and Tube Railings	101200	Display Cases
061000	Rough Carpentry (As Applies)	102219	Demountable Partitions
062000	Finish Carpentry	102239	Folding Panel Partitions
064100	Architectural Wood Casework	102600	Wall and Door Protection
072400	Exterior Insulation and Finish Systems	102800	Toilet, Bath, and Laundry Accessories
076100	Sheet Metal Roofing	122400	Window Shades
079200	Joint Sealants	123600	Countertops
081213	Hollow Metal Frames	133100	Fabric Structures
081416	Flush Wood Doors	320126	Rigid Paving Rehabilitation
083100	Access Doors and Panels (As Applies)		

Work Included but not limited to: (Provide all material, labor/installation, handling, hoisting and equipment for the following, unless noted otherwise below)

General

1. Refer to and include General Scope Items that apply to all Bidders/Bid Packages in Part (A) of this specification section.
2. Contractor shall include the work required under each contract area as set forth in this bid package.
3. Bidder of this bid package is to include all work listed herein as it will be the Contract Scope of Work. Should any part of the scope of this Bid Package be doubled up with another Bid Package, one of the bid packages will be asked for a deductive change order.
4. Reference and include directions and instructions as outlined in specification section 01 50 00 – Temporary Facilities.
 - a. The Contractor shall include their own generators and fuel for temporary electric service required while performing work for all activities where temporary power provided at the building will be insufficient, due to distance or work commencing prior to temporary service is available.

Demolition

5. Bid Scope Responsible for all structure and selective demolition.
6. Provide all selective building demolition per the Architectural, MEP, and Fire Protection Demolition drawings and specs.
 - a. Provide all interior demolition as required to accept new work including, but not limited to, walls/partitions, soffits, bulkheads, ceilings, doors & frames, casework, windows, floors, flooring, wall base etc.
 - i. Ceiling tile and grid removal to be completed by Bid Package #2 Framing, Drywall, Ceilings, including all tile and grid indicated as Existing To Remain that is removed in order for new work to take place.
 - b. The MEP trades will make safe, cut, and cap all MEP demolition items. Removal of MEP items being demolished is the responsibility of this Bid Package.
 - c. The MEP trades are cutting and patching concrete as needed for their MEP work.
7. Include all notifications, wrecking/demo permits as required.

BID PACKAGE 01 – GENERAL TRADES

01 12 00 – BID PACKAGE SCOPES OF WORK

09/29/2025 – ADDENDUM 01

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8. Coordinate with Meyer Najem and Cities of Fishers and Noblesville for existing utility service disconnects as required.
9. All demolition items/debris to be removed from site unless noted otherwise. Dispose of legally.
10. Coordinate demolition sequence with the Meyer Najem superintendent and other trades as required. (Reference CM drawings for phasing)
11. Means and methods to protect existing conditions to remain from demolition activities as necessary.
12. Provide and manage dumpsters for all demolition debris.
13. Provide means and methods to remove all demolition debris out of building. Include floor protection, continual dust removal and mopping, dust abatement, etc.
14. Include removal of rain chains and patio water table on exterior of building. Refer to Alternate 6-a. Removal of rain chains to be the responsibility of roofing/downspout contractor in this Bid Package.
15. Include removal and salvage of furnishings, specialties, etc. indicated to be turned over to owner or reinstalled. Reinstallation of items indicated to be reinstalled after salvage is the responsibility of the Construction Manager via separate Allowance.

Aluminum Handrail

16. Provide and install aluminum guard and handrail at YS Patio per Sheet AS2-1. Handrail to be furnished primed and painted in field by painting contractor within this Bid Package.
17. Include all required fasteners, clips, rails, base plates, etc.

Structural Steel

18. This Bid Package is responsible for providing and installing all HSS columns and associated curved beam. Include all applicable baseplates and anchor bolts.

Casework & Solid Surface Countertops

19. Supply and install all Interior Architectural Woodwork, Solid Surface Fabrication, and Plastic Laminate Fabrications, including, but not limited to cabinets, countertops, reception areas/desks, windowsills, islands, etc. per drawings and specifications.
 - a. Provide all accessories and hardware including but not limited to hinges, pulls, guides/slides, stops, locks (include all keying and cylinders as specified), grommets, trays, shelves, adjustable shelf supports, hanger rods, hooks (if located on or within casework), clips, bumpers, countertop supports/brackets, standoffs, grommets, etc. for a complete installation of materials provided by this scope.
 - b. Items scheduled for transparent finish shall be factory finished by this contractor.
 - c. Installation includes furnishing of all miscellaneous attachment materials required, including but not limited to screws, fasteners, toggles, adhesives, fillers, sealants, etc.
 - d. Field measuring prior to fabrication.
20. Provide templates for all work in which coordination between other trades is necessary to incorporate MEP systems, accessories, equipment etc. into the materials provided by this scope of work, including all cutouts for sinks and faucets where required. Coordinate sizes with Plumbing Bid Package.
21. Provide all out-of-wall blocking as required for installation of materials provided by this scope of work.
22. All materials installed by this scope of work are to be installed level and plumb.
23. Reference all specifications, finish plans, finish legends etc. for material finish requirements.
24. Provide and install all Finish Carpentry.
25. All finish carpentry that is a contrasting color than the surface in which it is being installed shall be prefinished (stained or painted per finish requirements). Putty and touch up all fastener holes after installation.
26. This scope of work is responsible for glass that is integral to any door, drawer etc.

27. Provide and install all supplemental framing required for installations such as receptions desks and other similar conditions for a complete finished system.
28. Provide joint sealants at all vertical and horizontal locations where materials provided by this scope abuts dissimilar material. Include sealants where required to seal joints for a finished complete look.
29. Include all wood veneer plywood paneling and slat walls. Refer to interior elevations and details.
30. Include staining of all items provided by this Bid Package.
31. Furnish and install all plastic laminate or plywood benches and upholstery/fabric seats.
32. Include all custom finishes and colors as indicated in the Contract Documents.
33. Provide and install Decorative Panel DP-1.
34. This Bid Package is responsible for providing and installing all wood wall base. Include reinstallation of any wood wall base indicated as Existing To Remain or salvaged. Removal of any wood wall base scheduled to be salvaged is the responsibility of this Bid Package.

Joint Sealants

35. Provide all interior and exterior joint sealants / caulking complete per specification section 07 92 00, including, but not limited to, interior and exterior concrete joints where it abuts vertical surfaces, casework/cabinetry & tops, aluminum storefront and windows, hollow metal frames, plumbing fixtures to the floor and/or wall for a finished product, exterior wall penetrations and dissimilar materials.
 - a. Sealants at dissimilar materials including but not limited to masonry, metal panels, coping at parapets, soffit perimeter.
 - b. Interior of aluminum entrances. (exterior perimeter by others)
 - c. FRP/sheet wall protection at base and top of wall.
 - d. Bottom of hollow metal door frames to floor.
 - e. Perimeter of hollow metal door frames to wall.
 - f. Perimeter of ACT grid to wall surface.
 - g. Floor base to wall surface.
 - h. Plumbing fixtures to walls and floor.
 - i. Fixed casework and countertops to wall surface.

Doors, Frames, Hardware

36. Provide all doors, frames, and hardware for the project. Installation of doors, frames, and hardware provided by others.
37. Review Section 01 73 30 Electronic Door Hardware Coordination and provide what is required.
38. Provide door vision kits (glass will be furnished and installed by others)
39. Provide fire and smoke ratings of doors, frames, and hardware per the Fire/Smoke Ratings denoted by the Wall types, the Floor Plans, and the Life Safety Plans. The most stringent shall govern.
40. Delivery of materials provided by this scope to the job site shall be in accordance with the Construction Schedule and phasing requirements as determined by the Site Superintendent or Meyer Najem. Materials delivered shall be palletized or grouped in logical order for the installation/sorting sequence and all items are to be clearly labeled by opening number.
41. Provide all keys, cylinders, and cores for project. Provide keying requirements as listed in specifications. This includes temporary construction keying/cores for the project.
42. Supplier shall meet with owner/architect and contractor to finalize keying requirements prior to the locks and exit devices being ordered and match existing or start a new Restricted and Patented Master Key System for the project. During keying meeting, all hardware functions should be reviewed with the owner/architect/contractor to finalize lock and exit device functions.
43. Provide all door hardware per the drawings and specifications.

Painting – Interior & Exterior

44. Provide and install all interior and exterior painting for the entire project per the drawings and specifications. This scope of work is responsible for painting all materials noted to be painted that are not prefinished. Refer to entire set of documents for painting requirements.
45. Provide prime and finish coats per contract documents.
46. This Bid Package shall provide paint touch-ups as necessary through punch sign off at no cost to the Owner.
47. Provide interior painting of all unfinished materials including but not limited to:
 - a. Exposed steel (deck, columns, beams, tubes, rails, joists, bollards, gates, posts, piping, ducts, conduit, structure, etc.).
 - Coordinate painting of exposed structure with Meyer Najem and other trades prior to painting exposed structure.
 - Refer to color patterns, etc. for specific items to be painted.
 - b. Gypsum surfaces: walls, ceilings, soffits, bulkheads, etc.
 - c. Hollow metal and wood doors & frames
48. Provide all preparatory work to adequately install high performance coatings or other special coatings. Refer to specifications for additional information.
 - a. Remove and reinstall or protect as necessary, hardware and hardware accessories, electrical plates and covers, light fixture trims, and similar items.
49. Do not paint over required labels.
50. Stain or paint all unfinished finish carpentry. Patch all fastener marks/holes prior to painting.
51. After prime coat has been applied, this scope of work and drywall trade shall review drywall surfaces to determine acceptance. Any inconsistencies shall be addressed prior to final paint.
52. Provide Sealing of Concrete where indicated by contract documents.
53. Before the final coat of paint is applied to any finished drywall areas, this bid package shall sign off on acceptance of the finish with the Meyer Najem and Bid Package performing the Drywall Finishing.
54. This Bid Package is responsible for field painting new exterior aluminum handrail. Finish to match existing handrail.

Downspouts (Alternate 6)

55. This Bid Package is responsible for replacing all existing rain chains with downspouts as indicated on the drawings. Refer to AS1-1 for rain chain/downspout locations F-AS2-2 for downspout details.
 - a. Downspout contractor is responsible for removal of existing rain chains as part of Alternate 6.
 - b. Concealed drain inside soffit is the responsibility of BP#6 Plumbing. Coordinate with BP#6 when connecting downspout to concealed drain. If downspout must be connected to drain within soffit, all downspout seams within soffit are to be shop welded.
 - c. Material and installation of new 5" PVC pipe tied into existing drainage tile is the responsibility of BP#6 Plumbing.

EIFS Soffit (Alternate 6)

56. Include all EIFS soffit work and sitework required to tie downspouts into underground perforated drain. As part of Alternate 6, this Bid Package is responsible for all EIFS repairs and patching after new downspout installation. Include refinishing of affected ceilings as joint to joint.

Sidewalk Work (Alternate 7)

57. This Bid Package is responsible for all work included within Alternate 7. Include removal of sidewalk art tiles, concrete patching, and aggregate epoxy.

Division 10 Specialties

58. Provide and install the following per the documents. Provide complete with all accessories for a complete installation. In-wall blocking by Bid Package #2 Framing, Drywall, Insulation, & Ceilings. Provide field measurements where required.
- a. Visual Display Units
 - b. Toilet Partitions & Doors
 - c. Wall Guards & Door Protection
 - Corner Guards, Fiber Reinforced Plastic Panels, Sheet Wall Protection
 - d. Toilet Accessories
 - e. Toilet Compartments
 - f. Shower Seats
 - g. Coat Hooks
 - h. Key Cabinet
 - i. Fire Extinguishers & Cabinets
 - j. Metal Lockers
59. Furnish and install manually motorized operable paired panel partition per Alternate 5. Column for operable partition, if required, truss system and associated drywall repairs to be provided and installed by this Bid Package Bid Package #2 Framing, Drywall, Ceilings.
- a. Leveling of floor at operable partition by Bid Package #3 Flooring. Coordinate with Flooring Bid Package during installation to ensure levelness meets partition manufacturer requirements.
 - b. Power supply and connections for motorized partition to be provided and installed by BP#8 Electrical & Special Systems. Coordinate with BP#8 during installation to ensure power supply and locations meet manufacturer requirements.

Equipment

60. Provide and install all residential appliances, E1 Refrigerators and E3 Dishwasher.
61. Provide and install E4 Everbright Long panel. Refer to Detail 1 / Sheet F-A10-1 and Detail 3 / Sheet F-A10-3.

Furnishings

62. Provide and install all motorized window shades for the project complete. Refer to Alternate 3. Power to motorized window shades by Bid Package #8 Electrical & Special Systems.
63. Include relocation of existing island per Plan Note 20 Sheet A1-3. Relocation, reinstallation, etc. of existing furnishings indicated to remain will be covered via Allowance. Construction Manager to hold Allowance.

Fencing & Gates

64. Furnish and install all decorative fencing and gates as shown in the contract documents per specifications and drawings. Refer to F-AS2-1 AS1-1. This Bid Package is responsible for all excavation and concrete as it relates to fence post installations. All spoils created shall be removed by this Bid Package.

Exterior Canopy (Alternate 4)

65. Exterior Canopy / Sunshade to be provided and installed via Allowance. This Bid Package is responsible for any required modifications to subgrade, turf, and associated work as a result of the Sunshade installation.

Work Excluded:

66. Lighting (unless specifically noted above)
67. Plumbing Fixtures
68. Metal or Wood Stud Framing

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- 69. In-Wall Blocking
- 70. Cubicle/Partition Relocation, Installation, and Material
- 71. Aluminum Entrances & Auto Operators
- 72. Glazing (Other Than Glass Within Casework)
- 73. Inter-EIFS Soffit Plumbing
- 74. 5" PVC and Connection to Existing Drainage Tile
- 75. Reinstallation of Salvaged or Relocated Materials (Carried Via Allowance)

END OF BID PACKAGE #1 GENERAL TRADES

BID PACKAGE #2 – FRAMING, DRYWALL, & CEILINGS**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description	Section	Description
00 & 01	Procurement & General Requirements	087100	Door Hardware (Installation)
061000	Rough Carpentry	092116	Gypsum Board Assemblies
079200	Joint Sealants (As Applies)	095100	Acoustical Ceilings
081213	Hollow Metal Frames (Installation)	095421	Metal Pan Ceilings
081416	Flush Wood Doors (Installation)	095426	Suspended Wood Ceilings
083100	Access Doors and Panels (As Applies)	098430	Sound-Absorbing Wall and Ceiling Units

Work Included but not limited to: (Provide all material, labor/installation, and equipment for the following, unless noted otherwise below)

General

1. Refer to and include General Scope Items Bid Package Scopes of Work Section 01 12 00, these shall apply to ALL BID PACKAGES.
2. Contractor shall include the work required under each contract area as set forth in this bid package.
3. Provide all labor, material, scaffolding, hoisting & equipment necessary to complete this Bid Package.
4. Bidder of this bid package is to include all work listed herein as it will be the Contract scope of work. Should any part of the scope of this Bid Package be doubled up with another Bid Package, one of the bid packages will be asked for a deductive change order.
5. Refer to all wall types, notations and life safety plans, general notes etc. that apply to this Bid Package.
6. Refer to top of wall details. This bid package is responsible for all terminations to structure, including all insulation etc. to achieve acoustical requirements.
7. If cuts into existing wall drywall are required to install in-wall blocking, it is the responsibility of this Bid Package to make clean cut into drywall. If cuts into existing wall drywall are required for MEP devices, rough ins, etc., it is the responsibility of the trade needing the cut to make a clean cut into drywall. Patch back of all drywall is the responsibility of Bid Package #2 Framing Drywall Ceilings.

Framing, Drywall, & Ceilings

8. All work/responsibilities as listed in the General Scope Items “Applies to All Bidders”.
9. Provide all material, labor, equipment, and mobilizations necessary to supply and install the complete Framing, Drywall, Ceilings, & Insulation scope of work, including but not limited to, Miscellaneous Rough Carpentry, Sheathing, Thermal Insulation, Cold Formed and Non-Structural Metal Framing, Gypsum Board, Acoustical Panel Ceilings including all related accessories, as per the documents and the below items, required for the project.
10. This Bid Package to provide and install all in wall blocking, nailers, plywood sheathing etc. Includes all blocking within stud cavities such as blocking for toilet accessories, toilet partitions, lockers, casework, shelving, mirrors, televisions, monitors, door and window opening perimeter nailers, etc. Reference additional blocking requirements within contract documents.

11. Provide and install all thermal insulation within metal stud framing (including all spray foam) including but not limited to partitions, exterior walls, parapets, soffits, canopies, etc. This Bid Package is responsible for all insulation with the exception of roofing system insulation, underground foundation / slab insulation, and rigid insulation at locations where masonry is the substrate. Where insulation abuts locations of insulation provided and installed by others, this bid package shall include termination and joining as required to provide a continual thermal barrier.
12. Include all interior wall partition construction as noted on documents.
13. All stud track and wall cavities shall be vacuumed and free of dust and debris before drywall is installed.
14. All floors shall be swept/vacuumed and cleaned thoroughly after taping and sanding activities. Any means necessary shall be utilized to Remove buildup of joint compound off of the slab immediately after work completion.
15. Provide all drywall touch-up after all casework, trim, and Division 10 items are installed (including minimal trade damage) as required for final Owner acceptance is included. No extras will be allowed for this touch-up. Includes touch-ups prior to final coat of paint and a touch-up after punch, as required.
 - a. This Bid Package is responsible for patching, skim coat, and refinishing of walls where demolition occurred.
16. This scope is responsible for all non-load bearing metal framing.
17. Provide and install tile backing board at all wall tile locations.
18. Provide and install all required metal/wood nailer(s) at metal framed openings.
19. Provide stuffing or filling of misc. voids around openings and penetrations with specified insulation material for misc. voids.
20. Provide sound batt insulation at ceilings where required per partition schedule.
21. Access doors shown on any of the drawings contained within the complete drawing set. Provide rated/nonrated doors as required at locations indicated. Other trades which require access doors but are not shown within the drawing set will be supplied and installed by the trade requiring the access door.
22. Suspension systems required at drywall ceilings.
23. All gypsum board for all bulkheads, ceilings, walls, column wraps, soffits, etc. for a complete package. Include all impact resistant drywall, moisture resistant drywall etc. as required per partitions schedule and specifications.
 - a. Include high impact drywall at locations indicated/required per documents. Refer to General Wall Type Notes and wall partitions legends and details for additional information.
 - b. Include moisture resistant drywall at all walls/partitions that contain plumbing lines,
24. Provide all control joints as required to avoid cracks or separation of drywall, in accordance with manufacturer's standards.
25. All detailing at doors jambs and head conditions.
26. All metal stud walls, shafts, furring, bulkheads, soffits ceilings, column and beam wraps, channels, etc. Include all necessary tracks, bracing, clips, fasteners for a complete installation.
27. Expansion joint material where required at all drywall/metal stud locations.
28. All acoustical ceilings. Include all suspension systems, trim, grid, panels etc. per the finish plans and specifications.
29. This Bid Package is responsible for removal of all existing ceiling grid, tile, etc., including removal of grid and tile to allow for new work. This Bid Package is responsible for reinstallation of ceilings indicated as Existing to Remain that were removed to allow for new work.
30. Provide and install all sound absorbing wall and ceiling units. This includes all fasteners or methods of attachments (cleats, standoffs, etc. or similar) needed that are located outside of finished wall/ceiling face.

31. Drywall finishing where demolition occurred to be included as Level 5 Finish unless noted otherwise.
 - a. Where new drywall finish meets existing finish, blend Level 5 Finish into existing such that finished surfaces are not noticeably different.
 - b. Provide mockup of finish blend for Architect approval prior to application.
32. This bid package is responsible for determining if the designed ceiling height is achievable prior to beginning ceilings. If a discrepancy exists, this bid package shall notify the Construction Manager promptly to be given directions on the next steps. In the event this contractor proceeds with ceiling and elevation change or conflicts persist, it will be this contractor's responsibility to re-work ceilings, etc. at no extra cost to the owner.
33. Tape continuously at all running trim, floor base, ceiling molding, light pockets, and all other locations where wavy wall conditions are possible.
34. After prime and/or first coat surfaces, defects shall be pointed out for remedial work. These areas will be re-primed, and the entire surfaces can be refinished. Repair of imperfections and/or minor damage shall be included in the base bid.
35. Contractor shall provide drywall touch-ups prior to final coat of paint and a touch-up after punch, as required.
36. Refer to Sheet A0-1 for Wall Types and General Information.
37. Install all doors, frames, and hardware for the project. Doors, frames, and hardware provided by others.
 - a. All conduits, power, and low voltage wiring, including ALL terminations, will be the responsibility of Bid Package #8 Electrical & Special Systems, including service to the card readers and ADA stations.
 - b. Bid Package #8 Electrical & Special Systems will be responsible for furnishing and installing the card readers. Card reader material to be provided by Owner.
 - c. This Bid Package will be responsible for coordination with the Electrical Bid Package for installation and timing of all access control door hardware.
38. Include unloading and staging of delivered doors and hardware provided by Bid Package #1 General Trades.
39. ALTERNATE 2 ILLUMINATED CEILING: This Bid Package is responsible for furnishing and installing the illuminated ceiling panels per Alternate #2. Bid Package #8 Electrical & Special Systems shall provide and install F35 light fixtures, low-voltage transformers, and connect transformers to whips of illuminated ceiling panels following installation of panels by this Bid Package.

Work Excluded:

40. Doors, Frames, Hardware – Material
41. Wood Veneer Plywood Paneling
42. Plastic Laminate Casework
43. Lighting
44. HSS Columns and Beams

END OF BID PACKAGE #2 FRAMING, DRYWALL, & CEILINGS

BID PACKAGE #3 – GLASS & GLAZING**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description
Sections 00 & 01	Procurement & General Requirements
Section 079200	Joint Sealants (As Applies)
Section 084229	Automatic Entrances – Dormakaba
Section 084313	Aluminum-Framed Storefronts
Section 087100	Door Hardware (As Applies)
Section 088000	Glazing

Work Included but not limited to: (Provide all material, labor/installation, handling, hoisting and equipment for the following, unless noted otherwise below)

General

1. Refer to and include General Scope Items that apply to all Bidders/Bid Packages in Part (A) of this specification section.
2. Contractor shall include the work required under each contract area as set forth in this bid package.
3. Bidder of this bid package is to include all work listed herein as it will be the Contract Scope of Work. Should any part of the scope of this Bid Package be doubled up with another Bid Package, one of the bid packages will be asked for a deductive change order.
4. Reference and include directions and instructions as outlined in specification section 01 50 00 – Temporary Facilities.
 - a. The Contractor shall include their own generators and fuel for temporary electric service required while performing work for all activities where temporary power provided at the building will be insufficient, due to distance or work commencing prior to temporary service is available.

Glass & Glazing

5. All glass and glazing for the project complete. Includes all interior glazing for complete project. Including, but not limited to, the scope listed below.
6. Provide all interior glazing systems. Include all framing, glazing, fasteners etc. for a complete system. Includes all interior aluminum framed systems, reception area glazing, door glazing, etc.
7. Interior finish caulking between your scope and dissimilar materials is responsibility of this bid package.
8. Glazing gaskets should be tight fitting and waive free.
9. Glazing within wood, hollow metal doors and frames.
10. Include insulation within aluminum framing systems. Includes mineral wool in misc. voids and when shown against flashing or trim within glazing system provided and installed by this trade. (does not include cavity insulation between masonry and metal stud locations, etc. or any insulation outside of aluminum framing system/perimeter)
11. Include all shims, supports, and miscellaneous support angles for installation purposes or as required. Reference drawings and specifications for additional information.
12. Ensure glass provided and installed by this scope of work is free from factory/shop applied stickers and adhesive that are not required to remain post installation.
13. Provide and install all auto operators where indicated. Refer to Alternate 1 Automated Sliding Doors.

14. As part of Alternate 1, include costs to replace existing automated sliding doors. Include all work material and labor associated with Alternate 1, including but not limited to removal of existing sliding doors, removal of deadbolt from interior doors, installation of new doors, and replacing the deadbolt from the existing sill at the interior doors with a blank-off component. Power to automated doors to be by Bid Package #8 Electrical & Special Systems. Base bid shall include removal of deadbolt at the existing interior set of doors only.
 - a. Coordinate power location(s) and connectivity with Bid Package #8 Electrical & Special Systems.
15. Include coordination with the project security and electrical for all aluminum doors/frames that are to have electrified hardware or monitoring systems. Refer to the door/hardware finish schedule.
16. Provide and install all laminated glass, GL-1 through GL-5. Refer to Room Finish Schedule.
17. Provide and install all window film.
18. This Bid Package is responsible for notching concrete base to allow for new glass slat wall. Include patch back of concrete base after wall is installed.
19. Include installation of aluminum door hardware. Aluminum door hardware provided by Bid Package #1 General Trades.

Work Excluded:

20. Aluminum Door Hardware Material

END OF BID PACKAGE #3 GLASS & GLAZING

BID PACKAGE #4 – FLOORING**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description
Sections 00 & 01	Procurement & General Requirements
Section 09 05 61	Common Work Results for Flooring Preparation
Section 09 64 29	Wood Strip and Plank Flooring
Section 09 65 00	Resilient Flooring
Section 09 68 13	Tile Carpeting

Work Included but not limited to: (Provide all material, labor/installation, and equipment for the following, unless noted otherwise below)

General

1. Refer to and include General Scope Items of Multiple Contract Summary Section 01 12 00, these shall apply to ALL BID PACKAGES.
2. Contractor shall include the work required under each contract area as set forth in this bid package.
3. Provide all labor, material, hoisting & equipment necessary to complete this Bid Package.
4. Refer to Specification Section 01 50 00 Temporary Facilities and review for scope items which shall be included in the Bid Package.
5. Refer to and include, any items assigned to this bid package as listed on CM (Construction Manager) drawings.
6. Within the limits of the existing building, floor preparation should be included.

Flooring

7. Includes flooring/wall material for this project including all resilient, carpet (tile & rolled goods), concrete floor coating, tile materials. Refer to finish plans, legends/schedules for additional information.
8. All adhesives, trims, transitions, and accessories associated with materials provided by this scope for a complete floor/wall scope.
9. All wall base materials, **with the exception of wood wall base.** Including at all wall locations, casework locations, other applicable surfaces, etc.
 - a. **Wood wall base to be furnished and installed by BP#1 General Trades.**
10. Float floor at material transitions for a smooth finish.
11. Provide and install minor floor prep as required for installation of finish flooring.
12. Contractor shall verify proper sloping for draining, prior to installation of flooring materials. Application of flooring materials without notification to the Construction Manager will result in this bid package accepting the floor finish/elevation.
13. All cuts around outlets and fixtures should be tight and smooth so that cover plates, trims or escutcheons will cover completely.
14. Provide required RH Moisture Testing prior to flooring installation. Provide written documentation to the Contract Manager prior to installation.
15. This scope of work to incorporate flooring/wall material patterns/directions as required by the contract documents.
16. The contractor shall ensure that all surfaces are clean and ready for flooring, prior to commencing with the flooring application to any substrate. Prior to flooring, ensure that all preparation in a selected area has been completed and all holes patched.

17. The contractor shall coordinate with all other contractors who will be providing other finish work including but not limited to plumbing (cleanouts, valves, faucets, etc.), toilet accessories (grab bars, paper holders, etc.). Provide all cut outs, trimmed tiles, layout, sealants as needed for a complete, quality, and sanitary product.
 18. This bid package shall be responsible for any cleaning, damage, etc. caused by the permanent, temporary, or protective measures put in place during installation to others scope of work.
 19. The contractor shall notify the Construction Manager during the bidding process should any of the specified products be unavailable for any reason.
 20. Conduct and attend any pre-installation conferences as may be necessary to prepare for inspections and or coordination of this work with the work of others.
 21. Coordinate with the Plumbing Bid Package/contractor for any floor fixture elevation errors that may have occurred during portions of the work. Drains must taper and flow correctly.
 22. Provide physical protection for all equipment, devices, walls, casework, HVAC grilles and surrounding elements to protect them from adhesives, fumes, dust, or cement.
 23. Responsible for all clean-up of all adhesives, scrap materials, and residues to the satisfaction of the Construction Manager.
 24. This Bid Package is responsible for leveling floor in YS Program Room #2 169 per Sheet A1-3 Plan Note 3 as part of Alternate #5. Base bid shall omit leveling of floor.
 25. Per Alternate 8, this Bid Package shall include costs to provide and install RF-1 flooring in lieu of WDF-1 in Meeting Room 180.
-

Work Excluded:

26. Major Floor Prep
27. Moisture Mitigation
28. Epoxy Coating (Alternate 7)
29. Wood Wall Base

END OF BID PACKAGE #4 FLOORING

BID PACKAGE #5 – FIRE SUPPRESSION**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description
Section 00 & 01	Procurement & General Requirements
Section 200010	Common Work Results for Fire Suppression, Plumbing, and HVAC (As Applies)
Section 200050	Common Materials and Methods for Fire Suppression, Plumbing, and HVAC (As Applies)
Section 200060	Common Pipe, Valves, Fittings, and Hangers for Fire Suppression, Plumbing, and HVAC (As Applies)
Section 211000	Water-Based Fire Protection Systems

Work Included but not limited to: (Provide all material, labor/installation, and equipment for the following, unless noted otherwise below)

General

1. Refer to and include General Scope of Multiple Contract Summary Section 01 12 00, these shall apply to ALL BID PACKAGES.
2. Contractor shall include the work required under each contract area as set forth in this bid package.

Fire Protection

3. All items in specification Division 21 shall be provided by this scope, except for any site located fire department connections.
4. Specifications sections 00 and 01, in their entirety, and any other applicable or related specification items that apply to this scope of work.
5. Refer to all general notes on FP drawings.
6. Include all scope of work indicated, implied, or required by the Fire Protection Drawings and specifications. Review entire drawing and specification package, Fire protection scope items and related scope indicated on architectural, civil, HVAC, plumbing, fire protection, structural and other contract documents for a fully operational fire suppression system. Other than as outlined in the exclusions section below.
7. Provide and install all pressure and flow sensors required. Wiring provided by electrical subcontractor to devices provided by this scope.
8. Include all testing required for this scope.
9. All mains, branch piping, RPZ's, heads, accessories, escutcheons, etc.
10. Furnish and install all sleeves, carriers, supports etc. required for this scope.
11. Install flashing, counterflashing, and/or sealant at all penetrations of Fire Sprinkler System components through the exterior wall system and/or waterproofed areas unless same is specifically shown to be provided by another contractor.
12. Drafts of all required operation and maintenance manuals, valve tagging charts, etc. as outlined by the plans/specifications, or required by governing codes are to be submitted no later than Project 50% completion. Spare parts, as-built drawings, pipe identification, etc. are to be provided per specifications/drawings.
13. All miscellaneous supports for piping and equipment, risers, etc. required for the proper completion of this scope of work. Structural framework and supports provided by others is limited to that specifically shown and indicated on the Structural Drawings.

14. Coordinate so that no pipe is run over the top of electrical or communication panels. MEP coordination may not show all locations of service panels, Subcontractor to ensure that this requirement is met.
 15. Coordinate the sprinkler head locations with the architectural reflected ceiling plans and shop drawings. Additional heads which may be required to meet code are to be included at no charge.
 16. This scope of work is responsible for cutting and installing ceiling tile around their devices. The ceiling tile will be provided by others.
 17. System installation shall not interfere with access for servicing HVAC Units, valves, etc. for Owner's maintenance staff once building is occupied. Any lines interfering with access will need to be removed and relocated at the cost of this Bid Package.
 18. All required pipe labeling shall be installed prior to the installation of ceiling grid.
 19. Provide and shop drawings, submittals and operation manuals as required per specifications.
 20. Seismic considerations as required by the design documents per local building codes and NFPA Standards. Reference contract documents for site classification for project.
 21. Coordinate routing and layout with other Mechanical and Electrical trades to identify and eliminate conflicts.
 22. Perform all required flushing, testing and inspecting and submit testing results to the architect and AHJ of final fire suppression system.
 23. Provide head type as listed, noted in the plans & specifications.
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END OF BID PACKAGE #5 FIRE SUPPRESSION

BID PACKAGE #6 – PLUMBING**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description
Sections 00 & 01	Procurement & General Requirements
Section 03 30 00	Cast-In-Place Concrete (As Applies)
Section 08 31 00	Access Doors and Panels (As Applies)
Division 22000 – Plumbing	
Section 22 13 19	Sanitary Waste Piping Specialties
Section 22 40 00	Plumbing Fixtures

General

1. Refer to and include General Scope Items of Multiple Contract Summary Section 01 12 00, these shall apply to ALL BID PACKAGES.
2. Contractor shall include the work required under each contract area as set forth in this bid package.
3. Work Included but not limited to: (Provide all material, labor/installation, and equipment for the following, unless noted otherwise below)
4. Provide sleeves for all piping penetrations thru partitions and/or full height walls, foundations, floors, roof, whether shown or not. Holes or access through previously constructed foundations, walls, floors, roof to be core drilled, drilled with hole saw or cut and patched by this Bid Package. Firestopping any penetrations made post firestopping installation activities shall be the responsibility of the Bid Package who made the penetration post firestopping activities.
 - a. Foundation penetrations shall include sleeves and water seals.
5. Excavation, backfill, and spoil removal for any work required by this Bid Package.
6. Provide and install all housekeeping pads for equipment provided by this Bid Package.
7. Include all hangers and supports required to complete this Bid Package's work.
 - a. If this Bid Package requires structural member for support of pipe hangers, etc. and cannot hit nearby joists or beams, it shall be this Bid Package's responsibility to provide and install secondary supports, as approved by the project structural engineer and per material and data requirements for a complete secure installation.
8. Include caulking, patching, and sealing of all exterior building penetrations for own work with approved product and or approved installer as to not void manufacturer's warranty.
9. Prior to closeout/punch, this bid package is responsible for cleaning of all equipment inclusive of mechanical rooms.
10. Provide rough in and final connections to all residential appliances.
11. Include roof curbs and flashings for roof penetrated or mounted equipment, etc.
12. Removal of spoils created from this Bid Package is the responsibility of this Bid Package.
13. Provide maintenance and service of all equipment and systems provided per Scope of Work from the time it is put into service, during construction, and until acceptance by the Owner. Warranty will take effect with acceptance by the Owner in accordance with the Certificate of Substantial Completion. Extended warranty shall be provided for all equipment used during construction.
14. In areas where plumbing rough-in is required and existing slab is being left in place, this Bid Package is responsible for saw cut, removal, and patch back of concrete slab.
15. If cuts into existing drywall are required to install Plumbing systems, it is the responsibility of this Bid Package to make clean cut into drywall to allow for patching. Patch back of drywall is the responsibility of Bid Package #2 Framing, Drywall, & Ceilings.
16. This Bid Package is responsible for cut/cap/make-safe/draining lines, etc. of existing plumbing equipment, pipes, drains, fixtures, etc. that are scheduled to be removed prior to demolition. Equipment, pipe, drain, and fixture removal to be completed by Bid Package #1 General Trades.

BID PACKAGE 06 – PLUMBING

01 12 00 – BID PACKAGE SCOPES OF WORK

09/29/2025 – ADDENDUM 01

10/06/2025 – ADDENDUM 03

Plumbing

17. Provide all labor and material for complete installation of entire plumbing system including but not limited to sanitary waste and vent piping, domestic water piping, plumbing fixtures, pumps, equipment, plumbing accessories, etc. for a fully functional plumbing system.
18. Include the complete insulation of all plumbing piping as required / indicated.
19. Provide all machine, hand, and backfilling, and spoil removal (off-site) as required for the proper completion of the Work. Backfill material installed must be in accordance with the applicable sections of the Contract Documents.
20. Include all shutoffs, isolation valves, as required.
21. Furnish and install all new plumbing fixtures and plumbing equipment per the Plumbing Schedules –include all equipment, piping and supports Per the Schedules and install per Details and Isometrics.

Downspout and Soffit Work (Alternate 6)

22. As part of Alternate 6, this Bid Package is responsible for furnishing and installing the concealed drain/plumbing within the soffit. Bid Package #1 General Trades to supply and install the downspout to be connected to the concealed drain.
 - a. Coordinate with BP#1 during drain installation to allow shop-welded downspout to be connected within soffit.
 - b. Refer to F-AS2-2 for drain and soffit details.
23. As part of Alternate 6, this Bid Package is responsible for furnishing and installing the 5" PVC drainage pipe and is responsible for tying the pipe to the existing perforated drainage tiles.
 - a. This Bid Package shall provide and install 5" metal collar/cap at each downspout. Collar/cap finish to match downspout finish.
 - b. Coordinate with BP#1 during downspout installation.
 - c. All fill or material removed during 5" drain pipe installation shall be salvaged and reinstalled where applicable. This Bid Package is responsible for removal, salvage, and reinstallation of all disturbed materials.

Work Excluded:

24. HVAC Ductwork and Equipment

END OF BID PACKAGE #6 PLUMBING

BID PACKAGE #7 – HVAC**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description
Sections 00 & 01	Procurement & General Requirements
Section 03 30 00	Cast-In-Place Concrete (As Applies)
Section 08 31 00	Access Doors and Panels (As Applies)
Division 23 – Heating, Ventilating, and Air Conditioning (HVAC)	
Section 23 05 93	Testing and Balancing
Section 23 09 00	Instrumentation and Controls for HVAC
Section 23 21 13	Hydronic Piping Systems
Section 23 25 00	HVAC Water Treatment
Section 23 31 13	Metal Ducts
Section 23 33 00	Air Duct Accessories
Section 23 36 00	Air Terminal Units
Section 23 37 13	Diffusers, Registers, Grilles, and Louvers
Section 23 82 16	Air Coils
Section 23 82 33	Finned-Tube Radiation – Hydronic

General

1. Refer to and include General Scope Items of Multiple Contract Summary Section 01 12 00, these shall apply to ALL BID PACKAGES.
2. Contractor shall include the work required under each contract area as set forth in this bid package.
3. Work Included but not limited to: (Provide all material, labor/installation, and equipment for the following, unless noted otherwise below)
4. Provide sleeves for all piping and ductwork penetrations thru partitions and or full height walls, foundations, floors, roof, whether shown or not. Holes or access through previously constructed foundations, walls, floors, roof to be core drilled, drilled with hole saw or cut and patched by this Bid Package. Firestopping any penetrations made post firestopping installation activities shall be the responsibility of the Bid Package who made the penetration post firestopping activities.
 - a. Foundation penetrations shall include sleeves and water seals.
5. Include all hangers and supports required to complete this Bid Package's work.
 - a. If this Bid Package requires structural member for support of pipe hangers, etc. and cannot hit nearby joists or beams, it shall be this Bid Package's responsibility to provide and install secondary supports, as approved by the project structural engineer and per material and data requirements for a complete secure installation.
6. Include caulking, patching, and sealing of all exterior building penetrations for own work with approved product and or approved installer so as to not void manufacturer's warranty.
7. Prior to closeout/punch this bid package is responsible for cleaning of all equipment inclusive of mechanical rooms.
8. Provide maintenance and service of all equipment and systems provided per Scope of Work from the time it is put into service, during construction, and until acceptance by the Owner. Warranty will take effect with acceptance by the Owner in accordance with the Certificate of Substantial Completion.
9. In areas where new HVAC rough-in is required in the existing concrete slab, this Bid Package is responsible for saw cut, removal, and patch back of concrete slab.
10. If cuts into existing drywall are required to install HVAC systems, it is the responsibility of this Bid Package to make clean cut into drywall to allow for patching. Patch back of drywall is the responsibility of Bid Package #2 Framing, Drywall, & Ceilings.

BID PACKAGE 07 – HVAC

01 12 00 – BID PACKAGE SCOPES OF WORK

09/29/25 – ADDENDUM 01

10/06/25 – ADDENDUM 03

11. This Bid Package is responsible for cut/cap/make-safe/draining lines, etc. of existing HVAC equipment or ductwork scheduled to be removed prior to demolition. Equipment and ductwork removal to be completed by Bid Package #1 General Trades.

HVAC

12. Include all scope of work indicated, implied, or required by the HVAC Drawings and specifications. HVAC scope items and related scope indicated on architectural, HVAC, plumbing, fire protection, structural and other contract documents. Other than as outlined in the exclusions section below.
13. Refer to and include furnishing and installation of all Mechanical/HVAC equipment indicated in the Equipment Schedules.
14. Furnish and provide all ductwork associated with the HVAC system.
15. Ductwork and all accessories.
16. Dampers as indicated/required.
17. This Bid Package is responsible for all HVAC demo, angles, dampers, or sheet metal etc. for HVAC penetrations required to achieve fire rating.
18. Coordinate all work with the reflected ceiling and structural drawings. The architectural plans shall take precedence.
19. Furnish and install all Temperature Controls – refer to Schematic Notes and Sequence of Operations.

Work Excluded:

20. Plumbing Fixtures
21. Gas Pipe Installation

END OF BID PACKAGE #7 HVAC

BID PACKAGE #8 – ELECTRICAL & SPECIAL SYSTEMS**Scope Specific Inclusions:**

All work per Specification Sections

Section	Description	Section	Description
00 & 01	Procurement & General Requirements	083100	Access Doors and Panels (As Applies)
033000	Cast-In-Place Concrete (As Applies)	115213	Projection Screens
061000	Rough Carpentry (As Applies)		
Division 26 – Electrical (Complete)			
260500	Common Work Results for Electrical	260923	Lighting Control Devices
260519	Electrical Power Conductors and Cables	262726	Wiring Devices
260526	Grounding and Bonding for Electrical Systems	262813	Fuses
260529	Hangers and Supports for Electrical Systems	262816	Enclosed Switches
260533	Raceways and Boxes for Electrical Systems	262913	Enclosed Controllers
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	265100	Interior Lighting
260553	Identification for Electrical Systems		
Division 27 – Communications (Complete)			
270500	Common Work Results for Communications	270553	Identification for Communication Systems
270528	Pathways for Communications Systems	270810	Verification Testing of Structured Cabling
270550	Firestopping for Communications Systems	271500	Communications Horizontal Cabling
Division 28 – Electronic Safety & Security (Complete)			
280500	Common Work Results for Electronic Safety and Security	283111	Digital, Addressable Fire-Alarm System

Work Included but not limited to: (Provide all material, labor/installation, and equipment for the following, unless noted otherwise below)

General (Applies to Divisions 26,27,28)

1. Refer to and include General Scope Items of Multiple Contract Summary Section 01 12 00, these shall apply to ALL BID PACKAGES.
2. Contractor shall include the work required under each contract area as set forth in this bid package.
3. Provide all labor, material, scaffolding, hoisting & equipment necessary to complete this Bid Package.
4. Provide and install all conduit/raceways, boxes, pull strings, wiring, etc. required for the project, unless specifically noted elsewhere below. Includes all Division 26, Division 27 and Division 28.
 - a. The only wiring not included by this bid package is that of the temperature controls installed by the HVAC Bid Package. Refer to and include all conduits and boxes for the HVAC Bid Package's temperature / control wiring.

5. Division 26,27,28 scope items and related scope indicated on architectural, civil, HVAC, plumbing, fire protection, other contract documents. Other than as outlined in the exclusions section below.
6. Contractor shall reference Drawings for Symbols, Abbreviations & Notes.
7. Provide maintenance and service of all equipment and systems provided per Scope of Work from the time it is put into service, during construction, and until acceptance by the Owner. Warranty will take effect with acceptance by the Owner in accordance with the Certificate of Substantial Completion.
8. This scope of work is responsible for cutting and installing ceiling tile around their devices. The ceiling tile will be provided by others.
9. Refer to the A-Series drawings for wall layouts, ceiling layouts, elevations and bulkhead locations, sections and details.
10. Coordinate all work with architectural and mechanical drawings for complete scope of work provided by this Bid Package.
11. Provide sleeves for all piping/penetrations thru partitions and or full height walls, foundations, floors, roof, whether shown or not. Holes or access through previously constructed foundations, walls, floors, roof to be core drilled, drilled with hole saw or cut and patched by this Bid Package. Firestopping any penetrations made post firestopping installation activities shall be the responsibility of the Bid Package who made the penetration post firestopping activities.
 - a. Foundation penetrations shall include sleeves and water seals.
12. Include all hangers and supports required to complete this Bid Package's work.
 - a. If this Bid Package requires structural member for support of pipe hangers, etc. and cannot hit nearby joists or beams, it shall be this Bid Package's responsibility to provide and install secondary supports, as approved by the project structural engineer and per material and data requirements for a complete secure installation.
13. Contractor shall Include caulking, patching and sealing of all exterior building penetrations for own work with approved product and/or approved installer as to not void manufactures warranty.
14. Provide putty pads where required by code, in rated assemblies.
15. Contractor shall reference and include directions and instructions as outlined in specification section 01 50 00 – Temporary Facilities for temporary power and temporary lighting requirements during construction.
16. Provide all Division 26,27,28 work to accommodate electrical, communications, electronic safety and security needs at interior construction and canopies, that are located outside of the building.
17. Coordinate and integrate all systems, equipment, lighting, etc. provided by this Bid Package that is to become part of the Building Management System.
18. If cuts into existing drywall are required to install electrical systems, it is the responsibility of this Bid Package to make clean cut into drywall to allow for patching. Patch back of drywall is the responsibility of Bid Package #2 Framing, Drywall, & Ceilings.
19. In areas where new electrical rough-in is required in the existing concrete slab, this Bid Package is responsible for saw cut, removal, and patch back of concrete slab.
20. This Bid Package is responsible for cut, cap, and make-safe, etc. of existing electrical equipment scheduled to be removed prior to demolition. Equipment removal to be completed by Bid Package #1 General Trades.

Electrical

21. Provide all material, labor, equipment, and mobilizations necessary to supply and install the complete Division 26 Electrical including all related accessories, as per the documents and the below items, required for this project.
 - a. This Bid Package is responsible for all work indicated on "E" Electrical Drawings.

- b. Includes all conduit, wiring, devices, equipment, accessories, terminations, etc. to complete the Division 26 Work.
- 22. Connection of all equipment that is hardwired as outlined or implied on the documents.
- 23. Provide all building lighting and controls per layout on Drawings and Fixture Schedule.
 - a. Coordinate lighting layout with structure and room layout.
- 24. The following light fixtures will be provided under a separate Allowance and are not included in this Bid Package's base bid.
 - a. Light fixtures covered via Allowance: F51, F53A, F53B, F54A, F54B, F55, F56, F63.
 - b. This Bid Package is responsible for providing and installing all required junction boxes, supports, wiring, and controls for these fixtures, as well as installation of the fixtures. The supply of the fixtures themselves is excluded from this scope.
- 25. Provide and install a complete power system including all devices, mechanical rough-ins, panels, switchgear, distribution, disconnects, etc. per drawings, specifications and requirements. Reference Power Drawings (Floor Plans – Power).
- 26. This bid package shall provide adequate power to all temporary means of equipment required to deliver a successful project. This would include any temporary HVAC equipment used during construction in the event permanent systems are not available. In addition, if the switchgear is unavailable to power equipment up in a timely manner per the milestone schedule, temporary power sources are this bid packages responsibility to ensure the project can be constructed and delivered in a successful and timely manner.
- 27. Include power to all door operators and devices that require power. Include boxes, conduit/raceways with strings for to accommodate low voltage wiring and devices required from operators/motors to all sensors, safety equipment and activation switches/buttons. Include conduit on both sides of door openings.
- 28. Supply and install all panel and electrical equipment mounting apparatuses. All posts, post footers, unistrut etc. required to mount electrical gear.
- 29. ALTERNATE 2 ILLUMINATED CEILINGS: This Bid Package is responsible for furnishing and installing F35 light fixtures, low-voltage transformers, and for connecting transformers to whips on illuminated ceiling panels. Material and installation of illuminated ceiling panels is the responsibility of Bid Package #2 Framing, Drywall, Ceilings.

Division 27 Communications

- 30. The following items related to AV/low-voltage systems will be provided under a separate Allowance and are not part of this Bid Package's scope:
 - a. Supply and installation of projector
 - b. Supply and installation of speakers
 - c. Supply and installation of control systems
 - d. Supply and installation of displays
 - e. Supply and installation of associated low-voltage cabling for the above systems
- 31. Bid Package #8 is responsible for providing and installing the projection screen, as well as providing power to the projector, projector screen, racks, and displays. Low voltage cabling to AV system, controls, and devices are not included in BP#8's base bid and will be provided under the AV System Allowance.

Division 28 Electronic Safety and Security

- 32. This Bid Package is responsible for installation of access control and surveillance devices, as well as supply and install of cabling to the new locations for card readers and security cameras. Card reader and surveillance camera material to be furnished by the owner.
 - a. General Trades Bid Package Bid Package #3 Glass & Glazing will be responsible for furnishing and installing all door access hardware, including ADA Push buttons / plates, as listed in the 087100 section.

BID PACKAGE 08 – ELECTRICAL & SPECIAL SYSTEMS

01 12 00 – BID PACKAGE SCOPES OF WORK

09/29/25 – ADDENDUM 01

10/06/25 – ADDENDUM 03

- b. General Trades Bid Package will be responsible for coordination with this package for installation and timing for all access door hardware.
- 33. Provide and install an **Addressable Fire Alarm System** complete.
 - a. Include all rough in, wiring (low voltage and line), devices, equipment, control panel, terminations, etc.

Work Excluded:

- 34. Mechanical and fire protection work
- 35. Utility Company fees or utility equipment costs
- 36. Firestopping
- 37. Electrical Demo (Other Than Cut/Cap/Make-Safe)
- 38. Specialty Light Fixture Material (Youth Studio Fixtures)
- 39. AV System Except As Outlined Above
- 40. Card Reader and Surveillance Camera Material

END OF BID PACKAGE #8 ELECTRICAL & SPECIAL SYSTEMS

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01 50 00a - Temporary Facilities Responsibility Matrix

		BP#01 - General Trades	BP#02 - Framing, Drywall, Ceilings	BP#03 - Glass & Glazing	BP #04 - Flooring	BP #05 - Fire Suppression	BP #06 - Plumbing	BP #07 - HVAC	BP #08 - Electrical & Special Systems	Construction Manager	Owner
1	Utilities										
2	General Temporary Utilities										
3	Engage the appropriate local utility to install temporary service or connection to existing service. Where the utility provides only part of the service, provide the remainder with matching, compatible materials, and equipment; comply with the utility's recommendations.	X									
4	a. Provide adequate utility capacity for each stage of construction. Prior to temporary utility availability, provide trucked in services.	X									
5	b. Obtain easements to bring temporary utilities to the site, where Owner's easements cannot be used for that purpose.	X									
6	c. Usage costs of temporary utilities shall be the responsibility of the Prime Contractor(s) unless otherwise indicated. If the utility is connected to the Owner's existing service, the Owner shall pay for utility usage.	X									
7	d. If water is to be utilized from an existing fire hydrant coordinate with the local municipality. This may result in a cost if the municipality chooses.	X									
8	e. If the Owner's existing utility service or new contractor-provided permanent utilities become unavailable for any reason. The Contractor responsible for providing the utility must provide temporary means of such utility, so as not to delay the schedule (i.e. generators, trucked water service, hydrant meters, natural gas tanks, etc.)	X									
13	Temporary Electrical Service										
14	Temporary electrical service, power distribution and lighting must abide by all provisions spelled out in the "Temporary Electrical Service", "Temporary Power Distribution" and "Temporary Lighting" sections of this								X		
15	a. Installation, maintenance and operation.								X		
16	Temp electrical service may be sourced from within an Owner's existing infrastructure as long as the connection and usage does not disrupt the occupied spaces of the facility. If the temp service CANNOT be pulled from the existing facility, the contractor is responsible for providing adequate power for all equipment, contractors, etc. required to maintain owner's operations and construction activities.								X		
24	Temporary Power Distribution										
26	Contractors having power requirements other than above shall be responsible for them. Such services include but are not limited to the following: Special power for masonry saws or mixers, floor grinders, floor sanders, etc., Heavy duty electrical welding equipment, and temporary heating units. All site related scopes shall provide their own methods power. This includes Structural Steel, Roofing, Temp Conditioning	X	X	X	X	X	X	X	X		
27	Each Contractor shall provide its own extension cords and its own Ground Fault Circuit Interrupter Equipment or Receptacle if required for special equipment.	X	X	X	X	X	X	X	X		
28	Temporary Lighting										
30	a. Any Contractor needing additional task lighting above these requirements listed above, will need to provide supplementary temporary lighting at localized areas where such work is in progress.	X	X	X	X	X	X	X	X		
113	Project Signage										
114	Project identification and way finding signage is to be provided by the Construction Manager.	X									
115	Traffic control signs, flagging, barricades, etc. as necessary for scope and/or deliveries for the applicable bid category.	X	X	X	X	X	X	X	X		
122	Project Clean-Up & Construction Aids										
123	Dumpsters & Haul Off										
124	Waste Disposal Services - ALL Dumpsters for ALL scopes of work for the duration of the project.	X									
132	Project Clean-Up										
134	Should a Contractor fail to maintain a clean site, the Construction Manager has the option to clean the area on behalf of that Contractor and back charge the contractor for the cost.	X	X	X	X	X	X	X	X		
135	No trash will be allowed to accumulate for a period of longer than 48 hours.	X	X	X	X	X	X	X	X		
136	Each Contractor is responsible for regular/weekly clean-up of their storage, work areas and office areas.	X	X	X	X	X	X	X	X		
138	Upon completion of the work of each contract, the areas occupied by the storage of material shall be cleaned of all rubbish and the grounds left clean and approved by the Architect before Substantial Completion will be issued.	X	X	X	X	X	X	X	X		
152	Storage Area										
153	Storage areas are defined as those areas each Prime Contractor uses outside the building for temporary storage of materials and staging of materials and those areas within the new building as allowed by the Construction Manager. (If applicable to scope of work for this project). Refer to CM Drawings for designated lay down areas.	X	X	X	X	X	X	X	X		

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01 50 00a - Temporary Facilities Responsibility Matrix

		BP#01 - General Trades	BP#02 - Framing, Drywall, Ceilings	BP#03 - Glass & Glazing	BP #04 - Flooring	BP #05 - Fire Suppression	BP #06 - Plumbing	BP #07 - HVAC	BP #08 - Electrical & Special Systems	Construction Manager	Owner
154	Just in time delivery methods shall be exercised to the greatest extent by all contractors for the duration of the project. The construction manager reserves the right to refuse delivery of materials, equipment etc. to the project that were not properly coordinated or out of sequence of the project. Materials that are accepted on site that do not meet the just in time delivery model may result in the contractor handling the materials multiple time to ensure other trades are not affected by materials overtaking work space or making the work environment unsafe. Lastly, all costs associated with rejected deliveries, multiple handlings, moving, damages, etc. shall solely be the responsibility of the applicable contractor that did not abide by the terms and conditions of coordinating deliveries with the construction manager.	X	X	X	X	X	X	X	X		
155	Construction Aids & Miscellaneous Services & Facilities										
161	Construction aids (ladders, scaffolding, lifts, cranes, etc.) and miscellaneous facilities required exclusively by one Contractor are the responsibility of that Contractor.	X	X	X	X	X	X	X	X		
175	Dust Control										
176	Comply with the requirements of the Air Pollution Control Board of the State of Indiana and other specified requirements.	X	X	X	X	X	X	X	X		
184	Security & Protection Facilities Installation										
185	Security & Protection Facilities										
186	Each contractor is not relieved of their responsibility to protect their own property.	X	X	X	X	X	X	X	X	X	
187	Protection of existing materials, equipment, etc. beyond the limits of construction is the responsibility of each contractor if work is ever required past construction limits or temporary walls.	X	X	X	X	X	X	X	X	X	
188	Protection of existing materials, finishes, equipment, surfaces etc. within the construction limits are required to be protected by all parties. Any damage that is not brought to the attention of the Construction Manager will be back charged equally amongst all Contractors within that reasonably could have been at fault of damage to be determined by the CM.	X	X	X	X	X	X	X	X	X	
189	Drinking Water - Each Prime Contractor shall provide drinking water for trades under their contract during the construction of the project in accordance with OSHA requirements. Provide sanitary paper cups, ice and disposal containers.	X	X	X	X	X	X	X	X	X	
190	Safety/First Aid - All Prime Contractors shall provide their own first aid kit, PPE, etc...	X	X	X	X	X	X	X	X	X	
191	Temporary Fire Protection										
192	Provide, maintain and Locate fire extinguishers no less than 1 Fire Extinguisher/3,000SF of space and in accordance with all OSHA Standards and Regulations (Stricter of two supersedes the other).	X									
193	Fire Extinguisher requirements for scope-specific items and installations shall be provided by the associated contractor.	X	X	X	X	X	X	X	X		
196	Everyone must maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.	X	X	X	X	X	X	X	X		
197	Barricades, Warning Signs & Lights										
198	Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.	X	X	X	X	X	X	X	X		
199	Provide and maintain adequate approved barricades around all obstructions and excavations resulting from the work. Where those obstructions and excavations occur at any areas crossed by the public or the Owner's personnel, adequate lights shall be installed on the barricades. All entrances and/or accesses to the roadway or walks where these obstructions and excavations occur shall also be barricaded and lighted as specified above.	X	X	X	X	X	X	X	X		

Hamilton East Public Library - Interior Renovations

10/7/2025

Pre-Bid RFI's & Question Log

Item #	Question / Response		Issuance	Status
PROJECT SPECIFIC RFIS/QUESTIONS				
1	Question:	Is this project CMa or CMc?	Addendum 1	Closed
	Response:	CMc.		
2	Question:	The emailed bid invitation Project Info states Bid Due date October 9th at 2:00PM, but below that in the Notice to Bidders states the due date is October 8th at 2:00PM, which is correct?	Addendum 1	Closed
	Response:	Bid Opening is October 9th at 2:00 PM. Bid Opening to be held in the Stage Room at Hamilton East Public Library - Fishers Branch.		
3	Question:	Are both Fishers Library and Noblesville Library to be quoted together as 1 lump sum?	Addendum 1	Closed
	Response:	Yes.		
4	Question:	Sheet F-E3-12, Plan Note 4 and F-T3, Plan Note 3. Which Alternate are these to be included in?	Addendum 1	Closed
	Response:	Alternate 9, see revised specification section.		
5	Question:	F-E3-14, Plan Note 14. Is this to be included in Alternate #5, Operable Partition?	Addendum 1	Closed
	Response:	Yes.		
6	Question:	F-E3-04, Room 168. Found light fixture F02C along the south wall near the door. Fixture Type F02C is not listed in the Interior Light Fixture Schedule. Is this fixture labeled correctly?	Addendum 1	Closed
	Response:	See addendum #1 drawing F-E6-01 for fixture information.		
7	Question:	F-E3-12, Plan Note 5. Is the EC to provide and install the Illuminated ceiling panels for this alternate?	Addendum 1	Closed
	Response:	No, the illuminated ceiling panels will be provided and installed by BP #2 Framing, Drywall, Ceilings. EC is to provide and install low-voltage transformers, provide and install F35 light fixtures, and connect transformers to ceiling panel fixture whips.		
09.29.25				
8	Question:	It looks like they want electricians to use all conduit for raceway. Is it acceptable to use MC cable in wall and above accessible ceilings?	Addendum 3	Closed
	Response:	MC cable is allowed to be used under certain conditions, please review the specifications and drawings for the limitations.		
9	Question:	Are you able to associate which alternate note in the plan notes goes with which schedule of Alternates? Some alternates are shown in the drawings that are hard to associate with the schedule of alternates in Section 01 23 00. Similar to RFI's #4 and #5.	Addendum 3	Closed
	Response:	We will not be adding alternate notes in plan notes. Please review the description of alternates in the specifications. If further items need to be clarified, make specific requests.		
10	Question:	Sheets F-E3-12 and F-E3-14, Plan Note 6 states to X-ray the floor to verify existing UG utilities. Since these areas are slab-on-grade, there would be no access to the underside, which the digital x-ray system requires. Would the use of Ground Penetrating Radar be an acceptable alternative?	Addendum 3	Closed
	Response:	This is acceptable.		
11	Question:	Please advise if Stanley DuraGlide doors are acceptable substitution for Dormakaba.	Addendum 3	Closed
	Response:	This is acceptable if manufacturer is able to meet all requirements of the specification.		
10.01.25				
12	Question:	At Noblesville, who is responsible for the labor for replacing the deadbolt on the automatic sliding doors? Also, the labor for the alternate to replace these doors I assume will be done by BP #3 Glass & Glazing?	Addendum 3	Closed
	Response:	BP#3 Glass & Glazing is responsible for the labor to replace the deadbolt at Noblesville location. Correct, BP #3 Glass & Glazing is responsible for the labor for the alternate to replace the automatic doors.		
13	Question:	At Fishers - WDC-1 on F-A2-1 references DP-1. Is that supposed to be the same as the DP-1 on F-A11-1? If not, there isn't a WDC-1 in the wood ceiling spec.	Addendum 3	Closed
	Response:	Yes. See F-A11-1 for information on DP-1.		
14	Question:	Please advise if Llumar Window Film Ceramic Air80 is an acceptable substitution to the specified 3M CA80 window film. See Substitution Request #2.	Addendum 3	Closed

	Response:	<i>This is acceptable.</i>		
15	Question:	Is the roofing bid just the alternate for down spouts?	Addendum 3	Closed
	Response:	<i>Yes, plus any work required at the soffit or metal panels to allow for downspout installation.</i>		
16	Question:	Please confirm desired finish on new handrail (primed, galvanized, or powdercoated). Plans call for handrail to match existing.	Addendum 3	Closed
	Response:	<i>Handrail to be primed and will be painted in the field.</i>		
17	Question:	The gutter is a custom color and finish with its own warranty. Is the down spout to match the panels and gutter at top, but limestone color coming out of the EIFS soffit?	Addendum 3	Closed
	Response:	<i>This is correct.</i>		
18	Question:	Roofer will need to cut through ACM panels, which typically voids the warranty for the ACM panel. Should the ACM contractor be used?	Addendum 3	Closed
	Response:	<i>ACM contractor who installed original ACM panels will be used for any repairs to existing panels to not void the warranty.</i>		
19	Question:	Who is supplying the inter-EIFS plumbing?	Addendum 3	Closed
	Response:	<i>BP #6 Plumbing.</i>		
20	Question:	Who is supplying the in-ground PVC pipe and connection?	Addendum 3	Closed
	Response:	<i>BP #6 Plumbing.</i>		
21	Question:	Please verify the WDF-1 that is listed is an Armstrong product. The Armstrong rep has said it does not match up with any of their products.	Addendum 3	Closed
	Response:	<i>The specified flooring product is from Armstrong Flooring as noted in the Finish Schedule; the specification incorrectly lists the manufacturer as Armstrong World Industries. See revised spec.</i>		
22	Question:	Please advise if ASSA SL500 is an acceptable substitute for Dormakaba automatic sliding door system. See Substitution Request #3.	Addendum 3	Closed
	Response:	<i>This will not be accepted as a substitution.</i>		
10.02.25				
23	Question:	Is BP#1 responsible for removal of ceiling grid and tile during demolition? This includes grid and tile that are shown ETR but may need to be removed for new work and then also in areas like Note #6 on F-D2-3. Then BP #2 would be responsible to reinstall all grid and tile that are shown as ETR?	Addendum 3	Closed
	Response:	<i>BP#2 is responsible for removal of all ceiling grid and tile. BP#2 is responsible for reinstalling all grid and tile that are shown as ETR. Refer to revised 01 12 00 Bid Package Scopes of Work issued with this Addendum.</i>		
24	Question:	Who is responsible for providing and installing the wood base? BP#1 General Trades (casework) or BP#4 Flooring?	Addendum 3	Closed
	Response:	<i>BP#1 General Trades to provide and install wood base, BP#4 Flooring to provide and install all other wall base. Refer to revised 01 12 00 Bid Package Scopes of Work issued with this Addendum.</i>		
25	Question:	ACT-1 calls for a square edge tile, but what is spec'd is not square edge. Please provide a product # for desired ACT-1.	Addendum 3	Closed
	Response:	<i>Provide Shadowline Bevel tile edge.</i>		
26	Question:	Note 3 on F-A1-3 and Spec Section 10 22 39 Folding Panel Partitions, as well as Alternate #5, call out this wall as an electric/motorized wall. However, the BP #1 General Trades scope of work on page 85 calls out a manual wall. Please confirm folding panel partition is to be motorized and not manual.	Addendum 3	Closed
	Response:	<i>Confirmed, folding panel partition to be motorized. Refer to revised 01 12 00 Bid Package Scopes of Work issued with this Addendum.</i>		
10.03.25				
27	Question:	Being a remodel, does the Library currently have an existing access control and video surveillance system they are keeping, and BP#8 is to provide new cabling to the devices? OR, is BP#8 to quote an entirely new system for these locations?	Addendum 3	Closed
	Response:	<i>The Library is reusing or providing the new cameras and access control devices. The wiring should be included in BP#8's bid. BP#8 shall also include installation of owner provided devices.</i>		
	Question:	Please explain the AV scope that BP#8 is to provide.		

28	Response:	<i>BP#8 is responsible for providing and installing the projector screen and power to the projector, data rack(s), and displays ONLY. The remainder of the AV scope will be provided by an owner vendor via Allowance.</i>	Addendum 3	Closed
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