



Addendum #2
Morgan County Public Library
Monrovia Branch Improvements

Date: October 3, 2024
Project: Morgan County Public Library – Monrovia Branch Improvements
Project #: 23017
Pages: 1 of 10 (8-1/2x11) pages
Bid Dates: **TUESDAY, October 8, 2024 at 10:00 am (prevailing local time)**

General Note:

The original Specifications and Drawings dated September 9, 2024 for the project referenced above are amended as noted in this Addendum No. 1. 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.

Clarification:

Bid Dates: TUESDAY, October 8, 2024 at 10:00 am (prevailing local time)

Specifications Items:

Section 00 72 26 SUPPLEMENTARY GENERAL CONDITIONS

1. REPLACE spec section in its entirety. See attached.

Section 07 21 00 THERMAL INSULATION

2. ADD spec section in its entirety. See attached.

Questions and Answers:

1. Is there going to be a designated dumpster location on-site?
 - a. **Dumpsters can be located on the concrete drive near the staff entrance on the southwest corner of the building.**
2. Is there going to be designated parking for contractors?
 - a. **Contractor to coordinate parking locations with library during the pre-award meeting. Parking options include: southwest concrete drive to staff entrance, designated spots in main parking lot, as well as coordinated shared parking with the school parking lot and the baseball parking lot**
3. In rooms 105 and 131 there is a note F3 but there are no descriptions for this note under Fire alarm and security notes. Please advise.
 - a. **F3 note should read: NEW FIRE ALARM DEVICE, MATCH EXISTING DEVICE TYPE. TIE INTO EXISTING FIRE ALARM SYSTEM. TEST SYSTEM.**



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4. Rooms 106 and 132 appear to have (2) smoke detectors in each of these small rooms as shown with symbol SM, Is this correct?
 - a. **F1 shows two fire alarm devices, relocated the device in the room. Room configuration change and fire alarm devices are to be relocated**
 5. What type of insulation is to be used?
 - a. **Reference attached insulation specification.**
 6. In Spec Section 27 15 13 page 4, Section 2.3 B: The Jack mentioned in the spec section "Leviton 41108-R06" is no-longer available, can we use Leviton 61110-RI6 jacks instead? If not, can you please indicate what jack to use?
 - a. **Yes, Leviton 61110-RI6 is acceptable.**
 7. Is there a resource for library moving materials and cart rentals?
 - a. **Bill Overton, 516-449-5495, bill.overton@librarymoving.com, www.librarymoving.com**
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Attachments:

1. Specification Section 00 72 26 Supplementary General Conditions (6 pages)
2. Specification Section 07 21 00 Thermal Insulation (2 pages)

END

SECTION 00 72 26
SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

1.01 THE FOLLOWING PROVISIONS MODIFY, CHANGE, DELETE FROM OR ADD TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA FORM 201 AND A101- 2017. THE CHANGES BELOW SUPERSEDE THE ORIGINAL DOCUMENT WHERE THERE IS A CONFLICT.

- A. The numbers below do not correlate with any specific sections or numbers in the A201 2017 document.

1.02 A101 STANDARD FORM OF THE CONTRACT - ADDITIONAL INFORMATION

- A. Article 3.1 – Commencement of the work shall start upon the publication of a “Notice To Proceed” Issued by the Architect.
- B. Article 5.1.1 – Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect/Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents
- C. Article 5.1.3 – Provided that an Application for Payment is received by the Architect/Owner not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect/Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.) The Owner may take up to 45 days for payment from the time of payment submitted.
- D. Article 4.5 Liquidated Damages. The Contractor acknowledges that the Owner will suffer damages if the Contractor fails to achieve Final Completion of the work within the timeframe provided within the contractor’s bid and subsequently agreed upon by the Owner and that the actual damages that the Owner will incur if the Contractor does not achieve Final Completion within the approved timeframe will be difficult if not impossible to ascertain. Therefore, Owner and Contractor agree that the Contractor shall pay to Owner as liquidated damages and not as a penalty, the amount of five-hundred dollars (\$500) per calendar day for each calendar day beyond the approved timeframe that the Contractor fails to achieve Final Completion of the entire work; as determined solely by the Owner/Architect/Engineer of record; subject to any extensions of time to which the Contractor is entitled under the contract documents. Contractor and Owner agree that five-hundred dollars (\$500) per calendar day in liquidated damages is a fair and reasonable estimate for the Owner’s expected damages.
- E. Article 5.1.7.1 - 10% to 50%, 5% remaining 50%
- F. Article 6.1 - Retainage is to be 5% plus amounts held for closeout documents (2%). See section 01 20 00.
- G. Article 6.2 – Arbitration is to be selected
- H. Article 8.2 – Kramer Companies is to be listed as the Owner’s Representative
- I. Article 9.1.8 – [] Pre-Award Meeting Minutes

1.03 A201 – GENERAL CONDITIONS OF THE CONTRACT – THE SPECIFIC ITEMS TO BE CHANGED ARE LISTED BELOW.

- A. Article 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor

determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures, incurring no additional cost to the owner. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

- B. Article 3.9.2 - The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect/Owner may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- C. Article 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's Critical Path schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- D. Article 3.10.4 Contractor shall submit (for review and consideration) any proposed deviations from the approved Critical Path Schedule. At any time when progress has delayed critical path items, the contractor shall submit corrective action to bring the critical path schedule back into compliance with what was approved.
- E. Article 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor. - Owner shall provide 48-hour notice of self-performed cleaning. Owner reimbursement shall include cost for supervision by Owner's Representative.
- F. Article 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect/Owner will have authority to provide direction as provided in the contract documents.
- G. 4.2.4.1 Communications protocol shall be strictly enforced. Communication protocol – Owner's Representative will initiate 1st email under the established communication protocol. Contractor may communicate verbally with those identified under the established communication protocol when absolutely necessary (MCPL, KRM and Kramer). However, record of said communication shall be followed up by the Contractor in writing (email) to all parties under the communication protocol. The Contractor is advised that failure to do so may result in "at risk" circumstances for action taken by the Contractor resulting from said communication.
- H. Article 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial and Final Completion within the Contract Time
- I. Article 9.10.6 – The date of Final Completion is defined as the date of the Architect's final Certificate for Payment.
- J. Article 12.1.1 If a portion of the Work is covered contrary to the Architect's/Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect/Owner, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.
- K. Article 15.1.2 Time Limits on Claims The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by

applicable law, but in any case not more than 10 years after the date of Final Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

- L. Article 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 14 days after occurrence of the event giving rise to such Claim or within 14 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- M. 15.1.7 Waiver of Claims for Consequential Damages
 - 1. The Contractor waives claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - 2. .1 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.
 - 3. This mutual waiver is applicable, without limitation, to all consequential damages due to the Contractor's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents
- N. Article 15.2.2 The Initial Decision Maker will review Claims timely upon of the receipt of a Claim and take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the
- O. Article 15.3.2 For Mediation, if both parties agree then a mediator not listed by the American Arbitration Association may be used.
- P. Article 15.4.1 - For Arbitration, if both parties agree then a mediator not listed by the American Arbitration Association may be used.

1.04 MISCELLANEOUS ADDITIONAL GENERAL PROVISIONS OF THE CONTRACT

- A. No radios will be allowed on the site except in the field office. The volume is to always be low.
- B. There shall be no substance abuse such as drugs or alcohol tolerated in relationship to this project. If substance abuse is known or found during this project, the Contractor shall immediately remove the offender from the project with no opportunity to return.
- C. Smoking shall not be permitted on the project property.
- D. Regarding decisions by the Architect: In all cases where the Architect is listed as the decision maker, this shall be modified to the Owner and Owner's Representative, as well as, the Architect, acting together.
- E. Contractor shall be responsible for all work (labor and materials) until Final Completion, at which time the Owner may occupy and project warranties begin. Warranties and the like for any systems completed prior to Final Completion shall also fall under the aforementioned.
- F. Related to any INDOT specification, delete all reference to non-chargeable days. All 365 days of the calendar shall be considered chargeable days.
- G. Bidders shall include winter conditions in their price.
- H. Contractor shall coordinate with all local governing agencies as may be required.

1.05 HAZARDOUS MATERIAL

- A. If hazardous materials such as asbestos or PCB's are encountered that are not anticipated in the contract, the Contractor shall notify the Architect and Owner immediately and stop work in

the area of the hazardous material discovery. No additional cost shall be claimed due to this stoppage.

1.06 CHANGES IN THE WORK

- A. The allowance for overhead, General Conditions, Bond and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
- B. For the Contractor, for any work performed by his own forces, fifteen percent (15%) of the cost.
- C. For the Contractor, for work performed by his sub-contractor, five percent (5%) of the amount due the Subcontractor.
- D. For each Subcontractor involved, for any work performed by his own forces, fifteen percent (15%) of the cost.
- E. Cost shall be limited to the following:
 - 1. Invoiced cost of materials, including cost of delivery, cost of labor, wages, fringes, payroll taxes and insurance, rental value of power tools and equipment and bond premiums.
- F. Overhead shall include the following:
 - 1. Small tools, incidentals, supervision, general office expense and all other expenses not included in "cost."
 - 2. If the net value of a change results in a credit from the Contractor, the credit shall be the net cost, without overhead or profit. The cost as used herein shall include all items of labor, materials, and equipment.
- G. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete breakdown of costs including labor, material and subcontracts. Labor and material shall be marked up in the manner prescribed above. Where major cost items are subcontracts they shall be broken down also. In no case will a change involving over \$600 be approved without such a breakdown.

1.07 ADMINISTRATION OF THE CONTRACT

- A. Should discrepancies appear among Contract documents contractor shall request interpretation in writing before proceeding with the work. If contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in satisfactory manner. Should conflict occur in or between drawings and specifications, Contractor is deemed to have included the more expensive and/or most stringent way of doing work in contractors bid unless Contractor shall have asked for and obtained written decision before submission of Contractor bid Proposal as to which method or material will be required.
- B. When there is a conflict or discrepancy between a reference standard and the specifications, the more stringent requirements shall apply.
 - 1. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of Drawings.
- C. Regarding decisions by the Architect: In all cases where the Architect is listed as the decision maker, this shall be modified to the Owner and Owner Rep as well as the Architect acting together.

1.08 PROGRESS PAYMENTS

- A. The progress payments to the contractor are made to facilitate the purchase and installation of the work. The contractor is responsible to secure and protect the work until turned over to the Owner at Substantial Completion. Any damage or vandalism that occurs during construction is the responsibility of the Contractor to repair and replace. The exception is Acts of God that would trigger a property damage event."

1.09 INSURANCE

- A. Contractor's Liability Insurance. The Contractors shall purchase and maintain such insurance as will protect him from the claims set forth below, any or all of which may arise out of or result

from the operations of the Contractor, his Subcontractors, and anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, whether on or adjacent to the Project or elsewhere:

1. claims under Worker's Compensation and Occupational Diseases Acts and any other employee benefits acts applicable to the performance of the Work;
2. claims for damages because of bodily injury and personal injury, including death; and claims for damage to property.

B. The Contractor's general liability insurance shall also provide coverage for the following and will name as an additional named insured the Owner.

1. contractual liability insurance as applicable to any held harmless agreements in the Contract:
 - a. completed operations
 - b. broad form property coverage for property in the care, custody, or control of the Contractor.

C. Commercial General Liability (Occurrence Form)

- | | |
|---|-------------|
| 1. General Aggregate (other than Prod/Comp Ops Liability) | \$2,000,000 |
| 2. Products/Completed Operations Aggregate | \$2,000,000 |
| 3. Personal & Advertising Injury Liability | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Medical Payments | \$ 5,000 |

D. Other Requirements

1. Owner to be named as Additional Insureds using CG 2010 10 01 and CG 2037 10 01 or its equivalent endorsement acceptable to the Owner
2. Contractual Liability Included
3. Coverage shall be Primary and Non-Contributory
4. Employees, Independent Contractors and Volunteers as Additional Insureds
5. Include Waiver of Subrogation in favor of Owner
6. 30 Day Notice of Cancellation
7. CG 2053 endorsement stating that "limits apply per project"

E. Commercial Automobile Liability

- | | |
|--|-------------|
| 1. Combined Single Limit – Each Accident | \$1,000,000 |
| 2. Owned, Non-owned, and Hired Autos | |
| 3. Owner Named as Additional Insureds | |
| 4. 30 Day Notice of Cancellation | |

F. Workers Compensation and Employer's Liability

1. Workers Compensation
State Statutory Limits
2. Employer's Liability
 - a. Bodily Injury by Accident \$500,000 each accident
 - 1) Bodily Injury by Disease \$500,000 policy limit
 - 2) Bodily Injury by Disease \$500,000 each employee
3. Include Waiver of Subrogation in favor of Owner
4. 30 Day Notice of Cancellation

G. Umbrella Liability

- | | |
|----------------------------------|--------------|
| 1. Each Occurrence and Aggregate | \$10,000,000 |
|----------------------------------|--------------|

H. Qualifications

1. The above coverages must be placed with an insurance company with an A.M. Best rating of A-:VII or better.

I. Certificates of Insurance shall be filed with the Owner prior to commencement of the Work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least fifteen (15) days after prior written notice has been given to the Owner.

- J. Property Insurancepurchase:
 - 1. The Owner is to provide and pay for builders risk insurance for the Work
- K. The Contractors and Subcontractors shall provide their own insurance for their materials, equipment, and tools.
- L. The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under Article. The Contractor shall require similar waivers from Subcontractors.

1.10 PRODUCTS

- A. Not Applicable.

1.11 EXECUTION

- A. Not Applicable.

END OF SECTION

SECTION 07 21 00
THERMAL INSULATION

PART 1 GENERAL

1.01 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2019.
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2017.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- D. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750°C; 2019a.

1.02 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

1.03 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation in Metal Framed Walls: Batt insulation with no vapor retarder.

2.02 BATT INSULATION MATERIALS

- A. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
 - 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 - 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 - 4. Products:
 - a. CertainTeed Corporation: www.certainteed.com/#sle.
 - b. Johns Manville: www.jm.com/#sle.
 - c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 ACCESSORIES

- A. Interior Vapor Retarder: Modified polyethylene/polyacrylate (PE/PA) film reinforced with polyethylene terephthalate (PET) fibers, 12 mil, 0.012 inch (0.30 mm) thick.
 - 1. Width: 4.9 feet (1.5 m).
- B. Tape: Reinforced polyethylene film with acrylic pressure sensitive adhesive.
 - 1. Application: Sealing of interior circular penetrations, such as pipes or cables.
 - 2. Width: As required for application.
- C. Flashing Tape: Special reinforced film with high performance adhesive.
 - 1. Application: Window and door opening flashing tape.
 - 2. Width: As required for application.
- D. Tape: _____ self-adhering type, mesh reinforced, 2 inch (50 mm) wide.
- E. Tape joints of rigid insulation in accordance with roofing and insulation manufacturers' instructions.

- F. Protection Board for Below Grade Insulation: Cementitious, 1/4 inch (6 mm) thick.
- G. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- F. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over face of member
- G. Tape seal tears or cuts in vapor retarder.
- H. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.02 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION