

Showers West Renovation

STUDIOAXIS Project #2023-016

Bid Package

November 6, 2023

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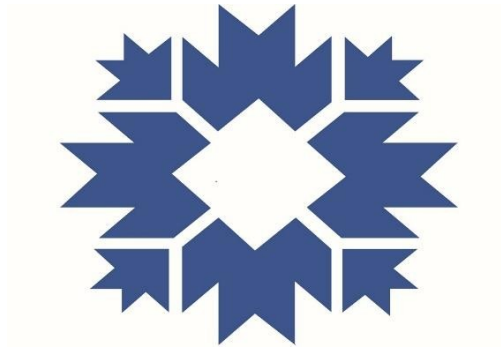
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**PROPOSED:**

**Showers West Renovation**

**BID RELEASE DATE: NOVEMBER 6, 2023**

**SUBMITTAL DATE: December 11 , 2023**

**AWARD DATE: December 11, 2023 \***

**FOR:**

**THE CITY OF BLOOMINGTON**

**REDEVELOPMENT COMMISSION**

**401 N. MORTON, SUITE 220**

**BLOOMINGTON, INDIANA 47404**

*Submitted By:*

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Company or Firm Name

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Street and Number

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City or Town

State

Zip Code

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## SECTION I

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### INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN THAT THE **REDEVELOPMENT COMMISSION** FOR THE CITY OF BLOOMINGTON, INDIANA WILL RECEIVE SEALED BIDS FOR THE BELOW-DESCRIBED WORK AT THE LOCATION INDICATED.

#### **2023 Showers West Renovation**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

This project shall include but is not limited to improvements including interior building demolition. Facility remodel including but not limited to rough and finish carpentry, structural steel, masonry, interior finishes, glazing and painting for Showers West located in Bloomington, IN.

All work shall meet requirements of the City of Bloomington.

Bids are to be submitted in proper form, as described in the "Instructions to Bidders" which can be found on the City of Bloomington Solicitations web page: <https://bloomington.in.gov/rfp> & <https://www.weddlebros.com/planroom>

A pre-bid meeting will be held at Showers West 320 W. 8<sup>th</sup> Street, Bloomington, IN at 1:00 p.m. on Monday, November 20, 2023. Attendance at the pre-bid meeting is encouraged but not mandatory for contractors wishing to bid on the project.

Sealed bids shall be received by Heather Lacy, City Legal Department at Showers City Hall 401 N. Morton St. Suite 220, NOT LATER THAN 12:00 pm (Noon) local time, on Monday, December 11, 2023. Sealed bids will be publicly opened and read aloud at a special meeting for the bid opening which is scheduled for 12:15 p.m. local time on December 11, 2023. The meeting is open to the public and will be held in the McCloskey Conference Room of City Hall, 401 N. Morton, room 135, Bloomington, Indiana. The Bids will be reviewed, and the award may be made at the next scheduled meeting of the Redevelopment Commission on December 18, 2023, or a subsequent meeting. Any bids received after the designated time will be returned unopened.

Each Bidder shall file with his or her sealed bid:

- (1) A Questionnaire Form 96 of the State Board of Accounts with the Non-Collusion Affidavit properly executed.
- (2) A cashier's check or certified check drawn on an acceptable bank or a Bid bond equal to five(5) percent of the total amount of bid.
- (3) A properly executed Trench Safety Systems Affidavit, if the project may require creation of a trench at least five (5) feet in depth.
- (4) A properly executed Employee Drug Testing Program Affidavit for a public works project estimated to cost at least \$150,000; and
- (5) A copy of the bidder's written plan for an employee drug testing program to test the employees of the bidders for drugs.

For bids of \$100,000.00 or more, the successful bidder shall furnish a performance bond and a payment bond for one hundred percent (100%) of the contract amount prior to the execution of the contract and said bonds shall remain in effect for a period of one (1) year after final acceptance of the work.

Each Bidder for proposals over \$10,000.00 shall submit SEPARATELY from their bid, an Affirmative Action Plan to be approved by the City of Bloomington Contract Compliance Officer, Audrey Brittingham, **at latest, and sooner when possible twenty-four (24) hours prior to the deadline for submission of bids.** Affirmative Action plans should be emailed to [audrey.brittingham@bloomington.in.gov](mailto:audrey.brittingham@bloomington.in.gov). Bidders who fail to submit acceptable plans by the deadline are subject to disqualification. Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance

procedure, a non-retaliation statement, designation of a person by name or position who is responsible for the implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Each Bidder required to submit an Affirmative Action Plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints, and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience, which you may amend and adapt as your own. Audrey Brittingham, Contract Compliance Officer, may be contacted at (812) 349-3426, 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

In accordance with Indiana Code 36-1-12-24, each Contractor that submits a bid for a public works project that is estimated to cost \$150,000 or more shall submit with his/her bid a written plan for an employee drug testing program that complies with Indiana Code 4-13-18 et. Seq.

For Bids in excess of \$300,000 on public works projects that are not for the construction, alteration, or repair of a highway, street, or alley, the Contractor must be pre-qualified with the Indiana Public Works Certification Board in accordance with Indiana Code 4- 13.6-4-2.5.

If the project may require the creation of a trench at least five (5) feet in depth, the lowest bidder shall be required to submit a trench safety plan to the Construction Manager at least ten (10) days prior to beginning the project.

The Redevelopment Commission reserves the right to waive any informalities and to accept or reject any or all Bids submitted. The Redevelopment Commission may hold bids for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders prior to awarding the contract.

City of Bloomington, Indiana

Redevelopment Commission

Cindy Kinnarney, President

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## **SECTION II**

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INSTRUCTIONS TO BIDDERS  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

## INSTRUCTIONS TO BIDDERS

### **1.00 CONTRACT DOCUMENTS:** Contract Documents that will form the Contract are:

1. The Agreement and its Attachments
2. The Invitation to Bidders
3. The Instructions to Bidders
4. The Performance Bond and the Payment Bond
5. The General and Technical Specifications
6. The General Conditions
7. The Supplementary Conditions
8. The Special Conditions
9. The Escrow Agreement
10. All Addenda to the Bid Documents
11. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
12. Contractor's submittals
13. All plans as provided for the work that is to be completed.
14. All permits have been obtained for the project from regulatory agencies.

### **1.01 DEFINED TERMS:**

**1.01(A)** Bidder: The individual or entity who submits a Bid directly to the Owner.

**1.01(B)** Successful Bidder: The lowest responsible and responsive Bidder to whom Owner makes an award.

**1.02 INSPECTION OF THE SITE:** Bidder shall examine each of the Contract Documents, visit the site of the work and thoroughly and fully inform themselves of the construction hazards, procedures, labor, conditions and factors, which could affect the prosecution and completion of the work. Such considerations shall include; the conditions of existing structures and facilities which may be affected by the proposed work, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the availability and cost of labor and methods for transporting, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bidder's Bid. There will be no subsequent financial adjustment to any contract for lack of such prior information or its effects on the cost of the work.

**1.03 OMISSIONS AND DISCREPANCIES:** Should Bidders find discrepancies in, or omissions from, the Contract Documents, or should they be in doubt as to their meaning, written notification should be made to the Architect of Record or Project/Construction Manager. Interpretation of the proposed contract documents will be made only by written addendum. A copy of each addendum will be posted on the City's website at <http://www.bloomington.gov/rfp> and on Weddle Brothers online planroom at <https://www.weddlebrothers.com/planroom>. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

**1.04 PRE-BID CONFERENCE:** A non-mandatory pre-bid conference may be held at the time and location indicated in the Advertisement or Invitation to Bid. Representatives of Owner, Construction Manager and Architect will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid. Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**1.05 INTERPRETATIONS AND ADDENDA:** Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

Bidder shall submit all questions about the meaning or intent of the Bidding Documents to the Construction Manager in writing. Contact information and submittal procedures for such questions are as follows:

City of Bloomington

Attn: Chris Ciolli

Email; [Cciolli@weddlebros.com](mailto:Cciolli@weddlebros.com)

Phone: 812-322-9870

Interpretations or clarifications considered necessary by the Owner or their representative in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received fewer than four (4) working days prior to the date for opening of Bids may not be answered.

Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

- 2.00 BIDS:** Pursuant to the "Invitation to Bidders" sealed Bids for performing the work shall be received by Heather Lacy in the City of Bloomington Legal Department, Suite 220, at City Hall, 401 North Morton Street, Bloomington, Indiana, not later than **12:00 PM Noon local time on Monday, December 11, 2023**. Bids will be publicly opened and read aloud at a public bid opening at **12:15 PM local time on Monday, December 11, 2023**, in the McCloskey Conference Room of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana. Any Bids received after the designated time will be returned unopened. Bids will be reviewed, and the award may be made at the **December 18, 2023, regular meeting of the Redevelopment Commission Meeting**, which will be held in the McCloskey Conference Room of City Hall at the Showers Building 401 N. Morton Street, Room 135 Bloomington, Indiana, or a subsequent meeting of the Board of Redevelopment Commission.
- 2.01 BID FORM:** Each Bid shall be legibly written or printed in ink on the Bid Form with Unit Prices provided if applicable. All addenda to the Contract Documents on which a Bid is based, properly signed by the Bidder, shall accompany the Bid when submitted. No alteration to any Bid, or in the Bid Form on which it is submitted, shall be made by any person after the Bid has been submitted by the Bidder. Please indicate on the Bid Form whether you would want to receive a Single Lump Sum Payment following acceptance of this project or if you would want to receive Progressive Payments during the course of this project.
- 2.02 BID SIGNATURES:** Each Bidder shall sign his/her Bid using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A Bid by a person who affixes to his/her signature the word "president" or "secretary", "agent", or other designation without disclosing his/her principal may be held to be the Bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished. No Bidder may submit more than one Bid. Two Bids under different names will not be accepted from one firm or association.



- 2.03 BID SUBMISSION:** Each Bid submitted shall be enclosed in a sealed envelope or wrapping, addressed to the City Legal Department c/o Heather Lacy, 401 N. Morton St., Suite 220, Bloomington, Indiana 47404, identified on the outside with the words "SEALED BID", and the name of the project, and shall be filed with the Office Manager at his/her office in City Hall at 401 North Morton Street, Suite 220, Bloomington, Indiana.
- 2.04 INDIANA LEGAL REQUIREMENTS:** Each bidder shall submit under oath with his/her Bid a statement of his/her experience, proposed plan for performing the Work, equipment available to perform the work, and a financial statement. The statements shall be submitted on Questionnaire Form No. 96 of the Indiana State Board of Accounts. Each Bid shall be accompanied by a properly executed Non-Collusion Affidavit as required by the laws of the State of Indiana.
- 2.05 BID GUARANTEE:** Each Bid shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable Bidder's bond in an amount of not less than five percent (5%) of the total Bid. No personal and/or company checks will be accepted, or the Bid shall be deemed unresponsive. The Bid guarantee shall be made payable without condition to the City of Bloomington, Indiana, hereinafter referred to as "Owner", and the amount of said Bid Guarantee may be retained by and forfeited to the Owner as liquidated damages if the Bid covered thereby is accepted and a contract based thereon is awarded and the Bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within fifteen (15) days after such award is made and confirmed by the Owner.
- 2.06 RETURN OF BID GUARANTEE:** The Bid Guarantee deposit of each unsuccessful Bidder will be returned when his/her Bid is rejected. The Bid Guarantee deposit of the Bidder to whom the Contract is awarded will be returned when the successful Bidder executes a contract and files a satisfactory performance bond and payment bond. The Bid Guarantee deposit of the second and third lowest responsible Bidders may be retained for a period not to exceed ninety (90) days pending the execution of the Contract and bonds by the successful Bidder.
- 2.07 WITHDRAWAL OF BID:** No Contractor may withdraw his/her Bid for a period of sixty (60) days after the date and hour set for the opening, and the Bidders submitting the three lowest Bids may not withdraw their Bid for a period of one-hundred eighty (180) days after the opening date. A Bidder may withdraw his/her Bid at any time prior to the expiration of the Bid period during which Bids may be submitted by a written request signed in the same manner and by the same person who signed the Bid.
- 2.08 ACCEPTANCE AND REJECTION OF BIDS:** The Owner reserves the right to accept the Bid submitted by the lowest responsible and responsive Bidder; to reject any or all Bids; and to waive irregularities or informalities in any Bid. Bids received after the specified time of closing will be returned unopened. The acceptance of a Bid shall bind the successful Bidder to execute the Contract and to be responsible for liquidated damages as provided in Section 4.00 below and in Section 13.00 of the General Conditions.
- 3.00 QUALIFICATION OF BIDDERS:** Bidders shall submit satisfactory evidence that they have a practical knowledge of the particular work Bid upon, and that they have the necessary financial resources to complete the proposed work. Each Bidder shall execute completely and accurately 'Questionnaire Form No. 96' of the Indiana State Board of Accounts and shall file the same with his/her Bid. The information contained therein shall be used by the Owner to determine the ability, experience, and capital resources of the Bidder. In determining the Bidder's qualifications, the following factors will be considered: whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has the necessary financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) can be added as an approved vendor to the City of Bloomington. Each Bidder may be required to show that previous work performed has been handled in such a manner that there are no just and proper claims pending against such work. No Bid will be accepted which is submitted by a Bidder who is engaged in any work which would impair their ability to finance the work covered by such Bid or to provide suitable equipment for its proper prosecution and completion.

- 4.00 EXECUTION OF CONTRACT:** Any Bidder whose Bid shall be accepted will be required to appear at the office of the City of Bloomington Legal Dept., or, if a firm or corporation, a duly authorized representative shall so appear, to execute the Contract within 15 days after notice that the Contract has been awarded to him/her. Failure or neglect to do so shall constitute a breach of the agreement effected by the acceptance of the Bid. The amount of the Bid Guarantee accompanying the Bid of such Bidder may be retained by the City as liquidated damages for such breach. In the event that any Bidder whose Bid shall be accepted shall fail or refuse to execute the Contract as hereinbefore provided, the Redevelopment Commission may at their option, determine that such Bidder has abandoned the Contract and thereupon his/her Bid and the acceptance thereof shall be null and void and the Owner shall be entitled to liquidated damages as provided herein.
- 4.01 INSURANCE:** The Contractor will be required to carry insurance throughout the lifetime of the Contract, as provided in the General Conditions, the amount of insurance of the various types being not less than the amounts specified therein.
- 4.02 PAYMENTS:** Payment for all work performed under the proposed contract will be made in cash, or its equivalent, by the Owner within forty-five (45) days after completion and final acceptance of the work covered by the contract. Partial estimates will be issued and paid as provided in the General Conditions.
- 4.03 TIME FOR BEGINNING AND COMPLETING THE WORK:** The Contractor shall start active and continuous work on the contract within 30 calendar days after the date of the notice to proceed. Contractors are asked to submit the total number of days required to complete all work; however, all work must be completed by February 1, 2025. Calendar and workdays shall be as defined in the General Conditions of these documents.
- 4.04 TAXES AND PERMITS:** Attention is directed to the requirements of the General Conditions regarding payments of taxes and obtaining permits. The Contractor shall be responsible for obtaining all necessary permits.
- 4.05 WORKER'S COMPENSATION:** Before any work is started, the Contractor shall obtain from the Indiana State Industrial Board and file with the Owner, a certificate as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act.
- 4.06 PERFORMANCE BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder to whom a contract is awarded will be required to furnish a Performance Bond to the Owner in an amount equal to one hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Performance Bond cannot be released for one year, and the bond must require that the surety will not be discharged for:
1. modifications, omissions, or additions;
  2. defects in the contract; or
  3. defects in the Bidding or awarding process.
- 4.07 PAYMENT BOND:** For all contracts in the amount of \$100,000.00 or more, the Bidder whom a contract is awarded will be required to furnish a Payment Bond to the Owner in an amount equal to one hundred (100) percent of the contract price. The bond shall be executed on the form included in the Contract Documents by a surety company authorized to do business in the State of Indiana and acceptable as surety to the Owner. Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond. The surety on the Payment Bond cannot be released until one year after the Board's final settlement with the Contractor, and the bond is required to insure payment of subcontractors, laborers, material suppliers, and persons furnishing services. The bond must provide the same assurances as does the Performance Bond against conditions discharging the surety.

**4.08 LOCAL MATERIALS:** Preference will be given to materials, products, supplies, and all other articles produced, manufactured, made, or grown in the State of Indiana.

**NON-DISCRIMINATION IN EMPLOYMENT:** Each Bidder for Bids over \$10,000.00 shall submit and have approved by the City of Bloomington Contract Compliance Officer, Audrey Brittingham, his/her written Affirmative Action Plan at least twenty-four (24) hours, or sooner when possible, prior to the deadline for submission of Bids. Affirmative Action plans should be emailed to [audrey.brittingham@bloomington.in.gov](mailto:audrey.brittingham@bloomington.in.gov). Bidders who fail to submit acceptable plans by the deadline are subject to disqualification. Each Bidder must insure that all employees and applicants for employment are not discriminated against because of race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. All the protected classes must be included in your Affirmative Action Plan for it to be acceptable. In addition to other requirements, your plan MUST include a workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementation of the Plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your method of communicating the operations of your affirmative action plan to employees and prospective applicants. Each Bidder required to submit an Affirmative Action Plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience, which you may amend and adapt as your own. Audrey Brittingham, Contract Compliance Officer, may be contacted at (812) 349-3426, 8:00 a.m. to 5:00 p.m. Monday through Friday. The successful Bidder must comply with each section of its affirmative action plan and be prepared to comply in all respects with the contract provisions regarding non-discrimination, which are included in the Employment Requirement and Wage Rate section. For contracts paid in whole or in part with federal funds, the Bidder must submit a signed statement as to whether he or she has previously performed work subject to Executive Order 11246.

**4.9 Permits:** Contractor is responsible for obtaining all permits not already obtained by the Construction Manager and is responsible for complying with and implementing the requirements of all permits.

**4.10** *Vendor/Contractor Registration*

Upon ***notification of an award***, an individual Bidder or a Firm must meet the approval requirements of the City of Bloomington to become an approved vendor. Therefore, the Individual Bidder or the Firm shall submit a current and completed Request for Taxpayer Identification Number and Certification form (IRS Form W-9) to the Controller's office as soon as they have been notified of an award or contract. A substitute IRS W-9 form can also be obtained from the City of Bloomington website located here: <http://bloomington.in.gov/controller>. The completed documents must be submitted using one of the methods listed on the form. Please contact the Controller's office at [812.349.3474](tel:812.349.3474) if you have any questions.

**4.11 Payment Preference**

The City of Bloomington's preferred method of payment is Electronic Funds Transfer (EFT). If awarded a contract, the successful Bidder or the Firm shall submit a completed EFT form to the Controller's office through one of the methods listed on the form. The form is located on the City of Bloomington website located here: [www.bloomington.in.gov/controller](http://www.bloomington.in.gov/controller). Please contact the Controller's office at [812.349.3474](tel:812.349.3474) if you have any questions.

**4.12 Construction Manager:** The Redevelopment Commission has authorized Weddle Brothers Building Group, LLC to act within the scope of the duties entrusted to them as Construction Manager and Coordinator as defined in the Construction Management Services in the Showers West Agreement executed on or about July 3, 2023 between the Redevelopment Commission and Weddle Brothers Building Group, LLC.

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

A Pre-bid meeting will be held onsite, at Showers West 320 W. 8<sup>th</sup> Street, Bloomington, Indiana at 1:00 p.m. on Monday November 20, 2023. **Enter through the west side of the Showers West building as shown below.** Attendance is not mandatory but is encouraged for all interested bidders.



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## **SECTION III**

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**BID FORM**

**UNIT PRICES (IF APPLICABLE)**

**SAMPLE BOND FORMS**

**ESCROW AGREEMENT**

## BID FORM

This BID Summary Sheet shall be completed and submitted with all other BID Documents.

**Bid Package #** \_\_\_\_\_

**The Lump Sum Base BID amount to complete the 2023 Redevelopment Commission Project** including all associated work per plans and specifications is:

1.

\_\_\_\_\_

**Optional combination Bid – Bid Packages** \_\_\_\_\_ **&** \_\_\_\_\_

**The Lump Sum Base BID amount to complete the 2023 Redevelopment Commission Project** all associated work per plans and specifications is for combination bid packages:

2.

\_\_\_\_\_

The contractor will (check one):      invoice a single lump sum at the conclusion of the project.  
submit invoices based on project progress.

Proposed start date for this project is \_\_\_\_\_ and total of calendar days for completion of base bid.  
(date)

is \_\_\_\_\_.

( Of days)

*For projects requiring submission of a Trench Safety Systems Affidavit, the portion of the Lump Sum cost provided above which is attributable to trench safety systems is: \$\_\_\_\_\_*

.

**Alternate 1: Generator (Deduct):** \$ \_\_\_\_\_

**Alternate 2: Council Chamber (Add)** \$ \_\_\_\_\_

**Alternate 3: IT Room (Add)** \$ \_\_\_\_\_

**Alternate 4: Restroom (Deduct)** \$ \_\_\_\_\_

**BID FORM (page 2 of 2)**

*The project in its entirety shall be completed as specified in the Agreement by February 1, 2025.*

Any and all Subcontractors performing work valued over 10,000 shall be listed below. Any Subcontractor not listed below at the time of the bid must be approved by the City of Bloomington prior to performing any work on this contract. Subcontractors not listed or approved will not be paid for work under this contract. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, any Subcontractor performing work on this contract is a Tier 2 contractor.

SUBCONTRACTORS	ADDRESS	TYPE OF WORK

In submitting this Bid, Bidder represents that:

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

B. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____
No. _____	Dated _____

SIGNATURE OF BIDDER

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

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



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

Name     Title Printed: \_\_\_\_\_

Bidder Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

## BID BOND (EXAMPLE)

### BID BOND

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address <i>(principal place of business)</i> : <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Address <i>(principal place of business)</i> : <b>[Address of Owner's principal place of business]</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b>  <div style="text-align: center;"><i>(Full formal name of Bidder)</i></div>	<b>Surety</b>  <div style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></div>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary. (3) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.</small>	

## BID BOND PG. 2 (EXAMPLE)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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EJCDC® C-430, Bid Bond (Penal Sum Form).

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## PERFORMANCE BOND (EXAMPLE)

### PERFORMANCE BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address (principal place of business): <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address (principal place of business): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Mailing address (principal place of business): <b>[Address of Owner's principal place of business]</b>	<b>Contract</b> Description (name and location): <b>[Owner's project/contract name, and location of the project]</b>  Contract Price: <b>[Amount from Contract]</b> Effective Date of Contract: <b>[Date from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	



## PERFORMANCE BOND PG. 2 (EXAMPLE)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

## PERFORMANCE BOND PG. 3 (EXAMPLE)

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal



## PERFORMANCE BOND PG. 4 (EXAMPLE)

requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

### 14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
- 15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  - 16. A modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile, or any defect in the public work contract or in the proceedings preliminary to the letting and awarding of the public work contract does not discharge the surety.
  - 17. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**

# PAYMENT BOND (EXAMPLE)

## PAYMENT BOND

<b>Contractor</b> Name: <b>[Full formal name of Contractor]</b> Address (principal place of business): <b>[Address of Contractor's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address (principal place of business): <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Mailing address (principal place of business): <b>[Address of Owner's principal place of business]</b>	<b>Contract</b> Description (name and location): <b>[Owner's project/contract name, and location of the project]</b>  Contract Price: <b>[Amount, from Contract]</b> Effective Date of Contract: <b>[Date, from Contract]</b>
<b>Bond</b> Bond Amount: <b>[Amount]</b> Date of Bond: <b>[Date]</b> <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b>	<b>Surety</b>
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

EJCDC® C-615, Payment Bond.

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## PAYMENT BOND PG. 2 (EXAMPLE)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

## PAYMENT BOND PG. 3 (EXAMPLE)

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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EJCDC® C-615, Payment Bond.

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Page 3 of 4

## PAYMENT BOND PG. 4 (EXAMPLE)

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. A modification, omission, or addition to the terms and conditions of the public work contract, plans, specifications, drawings, or profile, or any defect in the public work contract or in the proceedings preliminary to the letting and awarding of the public work contract does not discharge the surety.
19. Modifications to this Bond are as follows: **[Describe modification or enter "None"]**



## ESCROW AGREEMENT

Client Name ("Entity"):	
Type of Entity:	
Principal Address:	
Tax ID:	
Account:	

### THE UNDERSIGNED HEREBY CERTIFIES TO YELLOW CARDINAL:

- 1) That (S)he is authorized, in his/her position as Secretary/President/Member/Manager/General Partner (as applicable) of the Entity, and directed to execute this Authorization Certificate on behalf of Entity.
- 2) Entity:
  - a. Is duly organized, validly existing and in good standing in its state of organization as well as in all jurisdictions where Entity operates.
  - b. Has the power and authority to provide this Authorization, to confer the powers identified in this Authorization Certificate, and to carry on its business as currently conducted.
- 3) That the following resolutions were duly adopted by the directors, trustees or other governing body of Entity in accord with and pursuant to the charter and other organizational documents of Entity and applicable law and are in full force and effect and have not been modified or revoked.

### RESOLVED:

- a. That Yellow Cardinal is hereby appointed as an investment manager with full authority to direct the management, acquisition, and disposition of Entity's assets designated in its agreements with the Yellow Cardinal.
- b. That the following persons ("Agents") are hereby authorized to act on behalf of Entity and appoint Yellow Cardinal as an investment manager with full authority to direct the management, acquisition, and disposition of the Entity's assets as designated in Entity's agreements with Yellow Cardinal and provide instructions to Yellow Cardinal and execute documents with Yellow Cardinal on behalf of Entity.

	Name:	Title
A		
B		
C		
D		

- c. That Yellow Cardinal is authorized to rely upon and to accept as genuine and authorized the facsimile signature of any Agent or such signatures that resemble facsimile signatures, without any duty to determine the genuineness of such signature or whether it was authorized by Entity.
- d. That Entity agrees to the terms, conditions, and applicable rules or regulations of Yellow Cardinal governing accounts and services, as may be amended from time to time pursuant to their terms or as permissible by applicable law or regulation.
- e. That the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by Yellow Cardinal, and that receipt of such notice shall not affect any action taken by Yellow Cardinal prior to its receipt of such notice. Entity shall indemnify and hold harmless Yellow Cardinal from any loss or damage arising out of any action by

Yellow Cardinal in reliance on, or in furtherance of, these resolutions. All transactions, if any, conducted with Yellow Cardinal prior to the adoption of these resolutions are hereby ratified, approved and confirmed.

f. That these resolutions supersede all prior resolutions delivered to the Yellow Cardinal, if any, concerning the above referenced accounts.

- 4) The preceding resolutions and the powers granted therein conform to the organizational documents of Entity now in effect and said resolutions are in full force and effect and have not been amended or rescinded.

ENTITY SEAL (Optional)

I have subscribed my name to this document on

\_\_\_\_\_  
Signature of Authorized Entity Official

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT made as of \_\_\_\_ Bloomington, Indiana, an Indiana municipal corporation ("Owner"),  
\_\_\_\_\_, 20\_\_ by and among the City of a(n) (\_\_\_\_\_  
"Contractor"), and **FIRST FINANCIAL BANK, an Ohio state chartered bank, dba YELLOWCARDINAL ADVISORY GROUP**  
("Escrow Agent").

#### 1. Recitals.

1.1 The City, and \_\_\_\_\_ (Contractor) (hereinafter referred to as the "Parties"), simultaneously with the execution and delivery of this Escrow Agreement, have entered into a(n) Agreement for Escrow dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement");

1.2 The City is required by Indiana law to enter into an escrow agreement of funds for construction of public works projects in an amount of 100,000 or more; and

1.3 The City has agreed to place portions of the funds as part of its Agreement with \_\_\_\_\_ (Contractor) retained by the City ("Deposit") in escrow with Escrow Agent pending the closing of the transactions contemplated by the Agreement or termination thereof prior to closing; and

1.4 Escrow Agent is willing to hold the Deposit in escrow on the terms and conditions hereinafter set forth.

#### 2. Agreement. In consideration of the foregoing, the parties hereto hereby agree as follows:

##### 2.1 The Deposit.

- 2.1.1 Delivery of Deposit. The City will deliver to Escrow Agency by wire transfer or certified check immediately available funds, such sum constituting the Deposit. Escrow Agent will promptly deposit and maintain the Deposit as set forth below.

Investment of Deposit. Escrow agent will deposit the escrowed funds in a segregated First Financial wealth management cash sweep money market account managed and administered by the escrow agent or one of its affiliates; No deposit of escrowed funds will be invested in investment grade bonds or public securities except by the express written agreement of the parties. Any interest, dividends, or other income accruing on the Deposit will be credited to the Escrow Account. Escrow Agent makes no representation as to the yield of such investment and will bear no liability for any delays in depositing the Deposit or for any failure to achieve the maximum possible yield from such Deposit.

- 2.1.2 Net Deposit. The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, if pursuant to Section 3.6 hereof, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefore and upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

3. Recitals.

- 3.1 The City, and \_\_\_\_\_ (Contractor) (hereinafter referred to as the "Parties"), simultaneously with the execution and delivery of this Escrow Agreement, have entered into a(n) Agreement for Escrow dated \_\_\_\_\_, 20\_\_\_\_\_(the "Agreement");
- 3.2 The City is required by Indiana law to enter into an escrow agreement of funds for construction of public works projects in an amount of 100,000 or more; and
- 3.3 The City has agreed to place portions of the funds as part of its Agreement with \_\_\_\_\_ (Contractor) retained by the City ("Deposit") in escrow with Escrow Agent pending the closing of the transactions contemplated by the Agreement or termination thereof prior to closing; and

**3.4** Escrow Agent is willing to hold the Deposit in escrow on the terms and conditions hereinafter set forth.

**4.** Agreement. In consideration of the foregoing, the parties hereto hereby agree as follows:

**4.1** The Deposit.

**4.1.1** Delivery of Deposit. The City will deliver to Escrow Agency by wire transfer or certified check immediately available funds, such sum constituting the Deposit. Escrow Agent will promptly deposit and maintain the Deposit as set forth below.

Investment of Deposit. Escrow agent will deposit the escrowed funds in a segregated First Financial wealth management cash sweep money market account managed and administered by the escrow agent or one of its affiliates; No deposit of escrowed funds will be invested in investment grade bonds or public securities except by the express written agreement of the parties. Any interest, dividends, or other income accruing on the Deposit will be credited to the Escrow Account. Escrow Agent makes no representation as to the yield of such investment and will bear no liability for any delays in depositing the Deposit or for any failure to achieve the maximum possible yield from such Deposit.

**4.1.2** Net Deposit. The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, if pursuant to Section 3.6 hereof, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

**4.2** Delivery of Deposit. If the transactions contemplated by the Agreement are consummated as provided therein, then upon delivery of the Payment Certificate in the form attached hereto as Exhibit A and executed by both Parties, Escrow Agent will pay the Net Deposit, plus all accrued interest thereon, less any expenses, including but not limited to attorneys' fees, as instructed on the Payment Certificate or other joint instruction that complies with Section 3.1 below.

- 4.3**     Effect of Termination of Agreement. If the transactions contemplated by the Agreement are not consummated as provided therein, then upon delivery of the Payment Certificate in the form attached hereto as Exhibit A and executed by both Parties, Escrow Agent will pay the Net Deposit, plus all accrued interest thereon, less any expenses, including but not limited to attorneys' fees, as instructed on the Payment Certificate or other joint instruction that complies with Section 3.1 below.

**5.**     General.

- 5.1**     Proper Certificate. In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate or will suffice as a joint instruction if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the parties hereto, excluding the Escrow Agent.
- 5.2**     Authority of Signatures. Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.
- 5.3**     Authority to Execute. Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.
- 5.4**     Request for Written Instructions. The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.
- 5.5**     Reliance on Advice of Counsel. The Escrow Agent may act upon advice of counsel in reference to any matter connected herewith, and will not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence.
- 5.6**     Inconsistent Notices; Payment Into Court. In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the



meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

- 5.7**     Resignation of Escrow Agent. The Escrow Agent may resign at any time by giving a minimum of 30 days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment or a court of competent jurisdiction.
- 5.8**     Limitation of Duties. The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.
- 5.9**     Liability of Escrow Agent. The Parties each agree that Escrow Agent will not be liable to either of the Parties for any act or omission hereunder or any matter or thing arising out of its conduct hereunder, except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent will have no liability of any kind with respect to the Deposit other than to hold, invest (if so provided in Section 2.1.2 above) and release the Deposit or otherwise proceed in accordance with the terms of this Escrow Agreement.
- 5.10**    Indemnification. The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement, except for costs, claims or damages arising out of Escrow Agent's willful misconduct or gross negligence. Following thirty days' notice to each of the Parties, Escrow Agent may charge against the Deposit any amounts still owed to Escrow Agent and may withhold payment of the Deposit as security for any unliquidated claim.

**5.11** Fees of Escrow Agent. As payment in full for the service to be rendered by Escrow Agent hereunder, (Contractor)\_\_\_\_\_will timely pay to Escrow Agent the fees payable in accordance with Schedule A attached hereto (Contractor)\_\_\_\_\_ agrees to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). It is understood that Escrow Agent's fee schedule may be adjusted, upon thirty days' notice to each of the Parties, from time to time to conform with its then current guidelines.

**5.12** No Obligation to Use Funds. The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

**5.13** No Representations. The Escrow Agent makes no representation as to the sufficiency, validity or value of the Deposit or the sufficiency or validity of this Escrow Agreement or any other instrument referred to herein, or as to the correctness of any statement contained herein or therein, except Escrow Agent represents that this Escrow Agreement is binding on Escrow Agent and enforceable against it in accordance with its terms.

**5.14** Bond. No bond will be required of the Escrow Agent.

**5.15** Notices. All notices, demands, requests, consents or approvals and other communications required or permitted hereunder will be in writing and, to the extent required by applicable law, will comply with the requirements of the Uniform Commercial Code then in effect, and will be addressed to such party at the address set forth below or to such other address as any party may give to the other in writing for such purpose:

City of Bloomington \_\_\_\_\_  
401 N Morton St. Ste 240 \_\_\_\_\_  
Bloomington, In 47404 \_\_\_\_\_

Attn: Account Manager \_\_\_\_\_

IF TO

WITH A COPY TO

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Information

IF TO \_\_\_\_\_

Attn: \_\_\_\_\_

WITH A COPY TO \_\_\_\_\_

Attn: \_\_\_\_\_

IF TO ESCROW AGENT

YELLOW CARDINAL ADVISORY GROUP

125 3<sup>rd</sup> St., Columbus, IN 40201

Attn: Lynda Garber, CTFA, Fiduciary Officer

All such communications, if personally delivered, will be conclusively deemed to have been received by a party hereto and to be effective when so delivered; if given by mail, on the fourth business day after such communication is deposited in the mail with first-class postage prepaid, return receipt requested; or if sent by overnight courier service, on the day after deposit thereof with such service; or if sent by certified or registered mail, on the third business day after the day on which deposited in the mail.

**5.16 Modification.** This Escrow Agreement will be mutually binding on all parties and may not be modified or amended orally, but only by a writing signed by all parties hereto.

**5.17 Headings.** The headings contained in this Escrow Agreement are for reference purposes only and will not affect the meaning or interpretation of such instruments.

**5.18 Amendments and Modifications.** This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended and the terms or covenants hereof may be waived only by a written instrument executed by all the parties hereto.

- 5.19 **Entire Agreement.** This Escrow Agreement contains the entire agreement between the parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.
- 5.20 **Governing Law.** This Escrow Agreement will be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflict of law principles.
- 5.21 **Jurisdiction.** The Parties hereby irrevocably submit to the jurisdiction of the state court or federal district court having jurisdiction in Monroe County, Indiana, or by written consent of the parties, any state or federal court(s) located within any other county, state or jurisdiction where Escrow Agent is located, in any action or proceeding arising out of or relating to this Escrow Agreement and the parties hereto irrevocably agree that all claims with respect to such action or proceeding will be heard and determined in such federal court.
- 5.22 **Binding Nature: No Third Party Beneficiaries: Assignment.** This Escrow Agreement will be binding upon and inure solely to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.
- 5.23 **Counterparts.** This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

ESCROW  
AGENT:

ESCROW PARTIES:

CONTRACTOR

YELLOW CARDINAL ADVISORY GROUP

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

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

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

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

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

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

CITY OF BLOOMINGTON

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

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

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

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

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

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

Reviewed and Approved By:

\_\_\_\_\_

Jeffery Underwood, Controller

*EXHIBIT A*  
**(FORM OF PAYMENT CERTIFICATE)**  
**[DATE]**

Yellow Cardinal Advisory Group

125 3rd St  
Columbus, IN 47201

Attn: Lynda Garber, Fiduciary Officer

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of \_\_\_\_\_, 20\_\_\_\_ by  
and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby  
jointly notify and instruct you to wire transfer the balance in the Escrow Account as follows:

**The Net Deposit:**

Bank: \_\_\_\_\_

ABA WireNumber: \_\_\_\_\_

In the account of: \_\_\_\_\_

Reference: \_\_\_\_\_

**Interest on the Deposit:**

Bank: \_\_\_\_\_

ABA Wire Number: \_\_\_\_\_

In the account of: \_\_\_\_\_

Reference: \_\_\_\_\_

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby releases, acquits and forever discharges the Escrow Agent, and its employees, officers, directors, agents, accountants, attorneys and parent companies, and all direct directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

City of Bloomington

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

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

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

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

Contractor

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

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

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

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



*SCHEDULE A*

**ESCROW FEE SCHEDULE**

Escrow Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, between Yellow Cardinal Advisory Group and City of Bloomington, and \_\_\_\_\_.(Contractor)

The Escrow Agent will receive the following fee pursuant to the Yellow Cardinal Advisory Group published schedule, enclosed.

**The fee is \$100 per account per year and will be deducted from the Escrow Balance at the Release of Escrow funds to the Contractor.**



## Schedule of Fees Escrow Account

For normal services of First Financial Bank dba Yellow Cardinal Advisory Group ("Yellow Cardinal") as Escrow Agent Under Agreement, Yellow Cardinal's fees are based on initial market value, as determined by Yellow Cardinal. Separate charges and fees may apply for additional escrow transactions. Fees are charged to the account or billed in the Client. Fees are as follows:

Market Value Fee *		
Account Value	Number of Transactions	Annual Fee
<\$1,000,000	1 per month	\$500
\$1,000,001 - \$5,000,000	1 per month	\$1,000
\$5,000,001 - \$10,000,000	1 per month	\$1,500
\$10,000,001 - \$20,000,000	1 per month	\$2,000
> \$20,000,001	1 per month	TBD

Escrow Transaction Fee *	
Transactions	Annual Fee
1 per month	No charge
2-4 per month	\$500
5-7 per month	\$1,000
8-10 per month	\$1,500
> 11 per month	TBD

\* The City of Bloomington Escrow accounts will be charged a flat fee of \$100.00 per account, per year.

The Mutual Fund Compensation Disclosure and the relevant mutual fund prospectuses contain information regarding mutual fund fees and expenses and compensation which may be paid to Yellow Cardinal for services provided to certain mutual funds. You may obtain the Mutual Fund Compensation Disclosure and prospectuses from your account representative.

First Financial Wealth Management utilizes a First Financial Bank sponsored money market sweep deposit account as the primary sweep vehicle for this account. This sweep vehicle will not be subject to redemption fees or suspended withdrawals.

### Termination Fees

Upon closing account and distribution of property, escrow agency may charge a reasonable termination fee.

### Tax Reporting

An account will be charged for the preparation of federal and state income tax documents as required by law.

### Additional Information

Other out-of-pocket expenses may be charged to the account, if and when incurred, which may include but are not limited to, the following:

- Registered mail services;
- Courier delivery services;
- Unusual or complicated asset re-registration;
- Unusual or complicated asset transfers;

- Excessive statement reproduction requests; or,
- Other extraordinary demands;
- Wire fees; and
- Legal fees as incurred.

*COMMENTS:*

*The City of Bloomington Escrow accounts will be charged a flat fee of \$100.00 per account, per year.*

Client will be advised of any revisions to this schedule

June 2022

## GENERAL INSTRUCTIONS

### What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., the beneficial owners):

i. Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation).

**and**

ii. An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals Identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30 percent equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver’s license or other identifying document for each beneficial owner listed on this form.

Version #: 1

**NOTE:** Use this document's electronic form to clarify any discrepancies, as it is the most accurate.

# Beneficial Ownership Certification Form - 1-2021

## CERTIFICATION OF BENEFICIAL OWNER(S)

(Check One) ☐ New Customer ☐ Existing Customer ☐ Event Triggering

Persons opening an account on behalf of a legal entity must provide the following information:

- a. Name and Title of Natural Person Opening Account:
- b. Name, Type, and Address of Legal Entity for Which the Account is Being Opened:
- c. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Name	Date of Birth	Home Address	For U.S. Persons: Social Security Number	For Non-U.S. Persons : Social Security Number, Passport Number and Country of Issuance, or other similar identification number <sup>1</sup>	Ownership Percentage


Version #:1

**NOTE:** Use this document's electronic form to clarify any discrepancies, as it is the most accurate.

# Beneficial Ownership Certification Form - 1-2021

*(If no individual meets this definition, please write "Not Applicable.")*

*(Nonprofit Corporations only complete Part d.)*

<sup>1</sup> In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

d. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- a. An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- b. Any other individual who regularly performs similar functions. (If appropriate, an individual listed under section (c) above may also be listed in this section (d)).

Name / Title	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons:  Social Security Number	For Non-U.S. Persons:  Social Security Number,  Passport Number and Country of Issuance, or other similar identification number <sup>1</sup>

<sup>1</sup> In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, \_\_\_\_\_ (name of natural person opening  
hereby certify, to the best of my knowledge, that the information provided above is



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

Legal Entity Identifier: \_\_\_\_\_

Version #:1

**NOTE:** Use this document's electronic form to clarify any discrepancies, as it is the most accurate.

**Beneficial Ownership** Certification Form - 1-2021**For Institution Use Only:**

	Type of Document	Document ID Number	Place of Issuance	Date of Issuance	Expiration Date
Owner 1					
Owner 2					
Owner 3					
Owner 4					
Control Person					

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

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

Version #:1

**NOTE:** Use this document's electronic form to clarify any discrepancies, as it is the most accurate.

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## SECTION IV

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### AFFIRMATIVE ACTION PLAN REQUIREMENTS

Updated March 2023

**TO:** Prospective Bidders/Vendors/Grant Recipients

**RE:** Affirmative Action, Harassment Policy, Living Wage Ordinance, and Drug Testing Policy

**FROM:** Audrey Brittingham, Assistant City Attorney/Contract Compliance Officer

**AFFIRMATIVE ACTION:** All bidders, vendors, and grant recipients with the City of Bloomington for projects in excess of 10,000.00 must submit an affirmative action plan to the City Legal Department. This plan must ensure applicants and employees are treated in a manner that provides equal employment opportunity and tends to eliminate inequality based upon race, religion, color, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status and/or housing status.

Even if your company already has a plan on file with the City, you must check with City Legal Department to make sure it complies with the City's current requirements, including having a workforce breakdown form that is no more than six months out of date. If you already have a plan, but it does not cover all of the City's current requirements, you may submit a separate supplement with your plan to fill any gaps.

You must submit your written affirmative action plan (or supplement) to City Legal **at least twenty-four**

**Hours** before the bid, quote, or proposal deadline. When the affirmative action submission deadline falls on a weekend or City holiday, the deadline is moved up to 5:00 p.m. on the last City work day before the bid deadline.

You must submit your plan to the Legal Department **separately** from your bid or quote. Twenty-four hours will give legal sufficient time to review your and the other plans. I recommend you submit your affirmative action plan to the Legal Department earlier, if possible, so there will be sufficient time to work out any problems that may be in your plan. Bidders who fail to submit acceptable plans by the deadline are subject to disqualification. Affirmative Action plans should be emailed to Audrey Brittingham at [audrey.brittingham@bloomington.in.gov](mailto:audrey.brittingham@bloomington.in.gov).

We strongly advise you to confirm that the City Legal Department has received your plan and that it meets our requirements well before the submittal deadline. We will make every effort to work with you to clear up any problems. However, it remains your responsibility to confirm that we have received your plan and that it complies with our requirements. If you fail to confirm that we have received and approved your plan, you risk losing your eligibility to submit a bid or quote. We will be glad to provide a receipt upon request. Please let us know if you want a receipt when you submit your plan.

You must ensure all of the required protected classes listed above are included in your plan. In addition to other requirements, your plan **MUST** include a current workforce breakdown, an internal grievance procedure, a non-retaliation statement, designation of a person by name or position who is responsible for implementing the plan, applicability to both applicants and employees, recruitment of minorities, equal access to training programs, and an explanation of your methods of communicating the operations of your affirmative action plan to your employees and prospective applicants.

Accompanying this letter you will find the following materials:

1. A workforce breakdown form. You **MUST** submit a workforce breakdown form (sometimes called a “utilization report”) with your affirmative action plan. This form is provided for your convenience. If you already have a current form you have completed for another jurisdiction that includes the same type of information, you may submit a copy of that form instead of using our form. Your workforce breakdown data cannot be more than six months old. Even if you already have an acceptable affirmative action plan on file with the City, you should submit a new workforce breakdown each time you bid for a city contract, to be sure we have up-to-date figures.
2. An affirmative action plan checklist. We will use this checklist to review your affirmative action plan. If you compare your plan with this list, you should be able to tell whether your plan fulfills the City’s requirements. If your plan omits any elements on the checklist, your plan will not be approved.
3. A sample affirmative action plan that you may amend and adopt as your own.

These documents may be useful if your company has not designed an affirmative action plan before. Feel free to adopt this plan as your own or to amend it to meet your needs.

Additional materials, such as the City of Bloomington’s Contract Compliance Regulations, are available from the Legal Department upon request.

**HARASSMENT POLICY:** All bidders and vendors required to submit an affirmative action plan now must also submit a harassment plan. The harassment plan must, at minimum, include a definition of harassment, the name or title of the individual designated to receive and investigate complaints and a statement that the contractor will not retaliate against an employee for complaining about harassment. A model harassment policy is included for your convenience as part of our attached model affirmative action plan, which you may amend and adapt as your own. **Please note that this harassment policy**

**Requirement is fairly new, adopted by the Bloomington Common Council June, 2019.**

**LIVING WAGE:** Contractors that are considered “covered employers” under City Ordinance 2.28, otherwise known as the “Living Wage Ordinance” or “LWO,” are required to pay their covered employees at least a living wage. Currently, the living wage is 15.29 per hour for covered employees, and up to 15% of that amount, or \$2.29, may be in the form of the covered employer’s contribution to health insurance available to the covered employee. The living wage for 2024 will be \$15.75, or \$2.36 may be offered in the form of the covered employer’s contribution to health insurance available to the covered employee.

If the City determines the successful bidder is a covered employer under the LWO, Contractor shall execute the Living Wage Ordinance Affidavit; shall abide by the LWO by paying their employees a living wage and providing the City with information requested in the course of enforcing the LWO; and shall post the Living Wage Poster, provided by the City Legal Department, in areas frequented by their covered employees.

The attached flow chart provides guidance on whether the contractor is a "covered employer." If you have questions, please contact Audrey Brittingham at [audrey.brittingham@bloomington.in.gov](mailto:audrey.brittingham@bloomington.in.gov), or call 812-349-3426.

**DRUG TEST POLICY:** Finally, please be aware that if you are submitting a bid for a public works project with an estimated cost of \$150,000.00 or more, you will need to submit your company's written drug testing plan with your bid. Your plan must comply with I.C. 4-13-18-1. Failure to do so may make you ineligible to be awarded a bid or contract. Please see your bid packet for more details.

If you have any questions, contact the City's Legal Department at 812.349.3426 or email the Department at [legal@bloomington.in.gov](mailto:legal@bloomington.in.gov). The office hours are Monday through Friday, 8-5.

Thank you.

## **Model Affirmative Action Plan and Harassment Policy**

\_\_\_\_\_, declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

### **Responsible Officer**

Mr. or Ms. \_\_\_\_\_ (or the \_\_\_\_\_ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

### **Publication of Policy**

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

### **Implementing Our Policy**



Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but

separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

## **GRIEVANCE PROCEDURE**

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to \_\_\_\_\_(personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

**Our current workforce breakdown is shown on the attached form.**

## **Policy prohibiting harassment in the workplace**

It is the policy of \_\_\_\_\_(company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee.

Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

1. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
2. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
3. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of

human resources or designee. \_\_\_\_\_(company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

4. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.
5. \_\_\_\_\_(company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## WORKFORCE BREAKDOWN FORM

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

[illegible]


I swear or affirm under penalties of perjury that this workforce breakdown is accurate, to the best of my knowledge.

\_\_\_\_\_  
Signature and Title of Representative:

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

## AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

NOTE: This is **not** an Affirmative Action Plan

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

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

Contractor: Plan MUST Include:		Yes	No	Comments:
Policy statement of equal employment opportunity		<input type="checkbox"/>	<input type="checkbox"/>	
Covers:	Applicants for employment	<input type="checkbox"/>	<input type="checkbox"/>	
	Employees	<input type="checkbox"/>	<input type="checkbox"/>	
On basis of:	Race	<input type="checkbox"/>	<input type="checkbox"/>	
	Religion	<input type="checkbox"/>	<input type="checkbox"/>	
	Color	<input type="checkbox"/>	<input type="checkbox"/>	
	Sex	<input type="checkbox"/>	<input type="checkbox"/>	
	National Origin	<input type="checkbox"/>	<input type="checkbox"/>	
	Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
	Disability	<input type="checkbox"/>	<input type="checkbox"/>	
	Sexual Orientation	<input type="checkbox"/>	<input type="checkbox"/>	
	Gender Identity	<input type="checkbox"/>	<input type="checkbox"/>	
	Veteran Status	<input type="checkbox"/>	<input type="checkbox"/>	
	Housing Status	<input type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan		<input type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:				
	Within the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
	Outside the Organization	<input type="checkbox"/>	<input type="checkbox"/>	
(e.g., recruitment sources, unions)				
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)		<input type="checkbox"/>	<input type="checkbox"/>	

Provision for: Recruitment from minority groups	<input type="checkbox"/>	<input type="checkbox"/>
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Provision for: Equal access to training programs	<input type="checkbox"/>	<input type="checkbox"/>
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Grievance Procedure	<input type="checkbox"/>	<input type="checkbox"/>
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Prohibits retaliation for filing grievances	<input type="checkbox"/>	<input type="checkbox"/>
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Workforce Breakdown	<input type="checkbox"/>	<input type="checkbox"/>
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(figures up to date within 6 months)		
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HARASSMENT POLICY CHECKLIST		
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Definition of harassment	<input type="checkbox"/>	<input type="checkbox"/>
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Designates a person to receive and	<input type="checkbox"/>	<input type="checkbox"/>
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Investigate harassment complaints		
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Prohibits retaliation for filing a	<input type="checkbox"/>	<input type="checkbox"/>
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harassment complaint		
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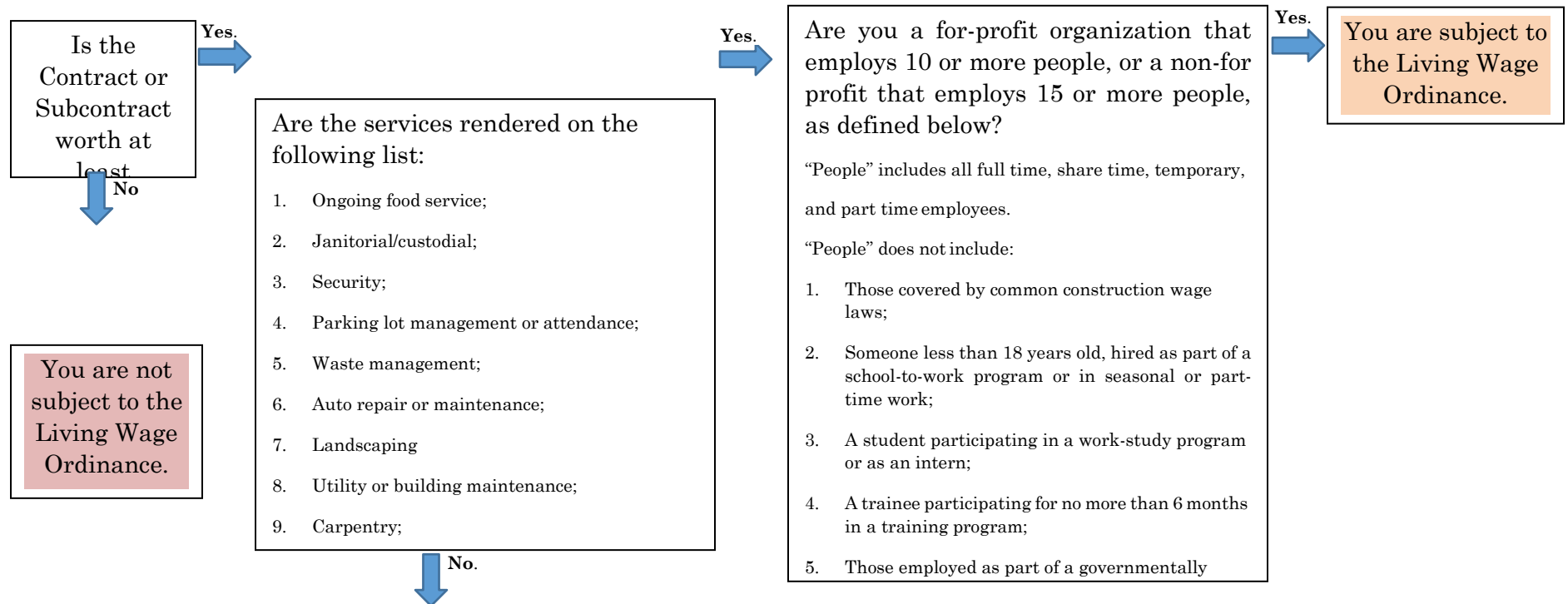


The City of Bloomington (CoB) Living Wage Ordinance (LWO) applies to three groups of employers:

- 1) The CoB;
- 2) Companies that provide services to the CoB through contracts or subcontracts; or
- 3) Organizations that receive CoB subsidies or grants.

As an employer under categories 2 or 3, you may or may not be subject to the LWO. To find out, follow the applicable flow chart, below, or contact the City Legal Department.

**Companies that Provide Services to the CoB through Contracts or Subcontracts (“Agreement”)**

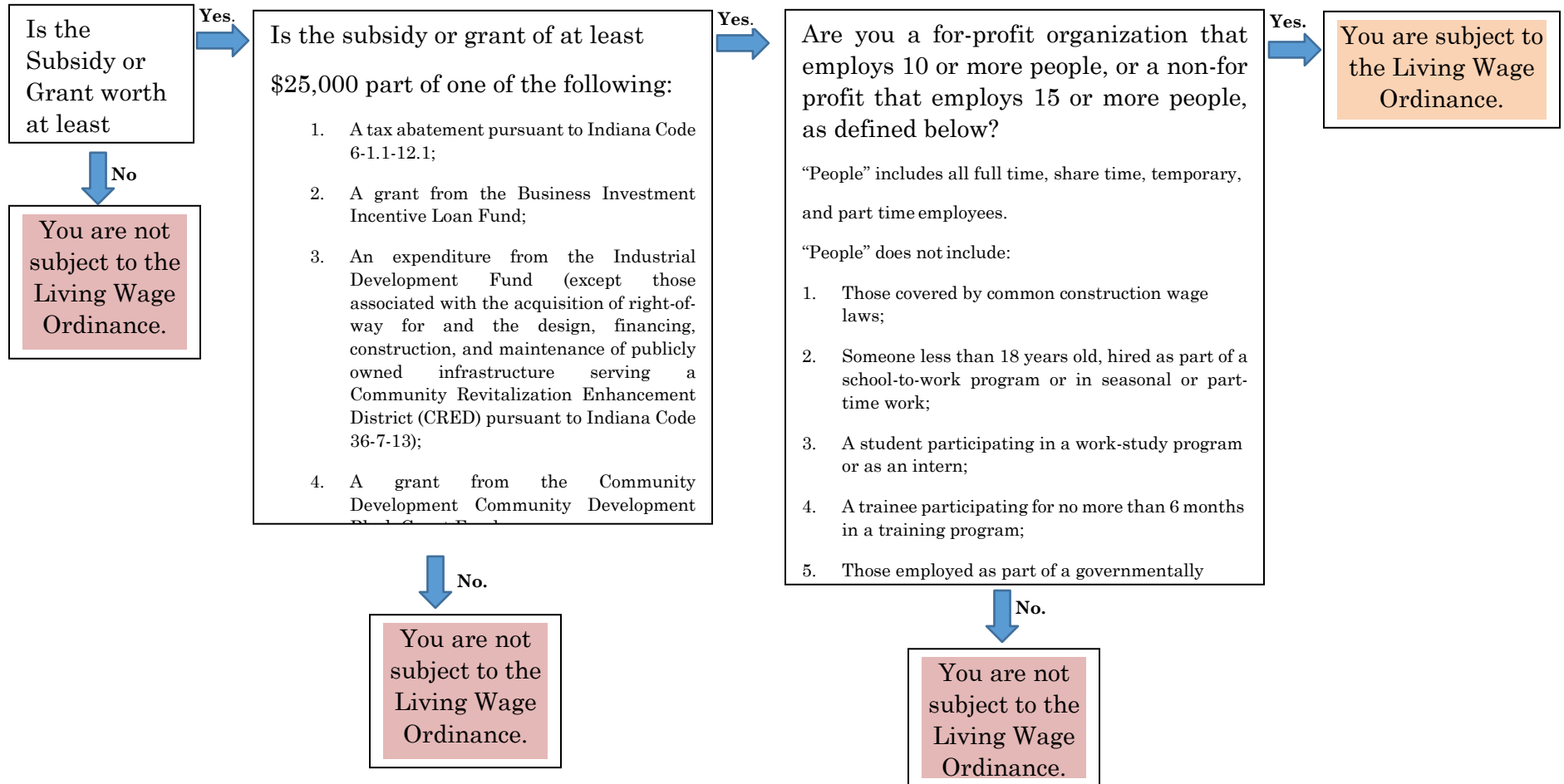


You are not  
subject to the  
Living Wage  
Ordinance.



You are not  
subject to the  
Living Wage  
Ordinance.

## Companies or Organizations that Receive CoB Subsidies or Grants



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**SECTION V**

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STATE FORM NO. 96  
QUESTIONNAIRE/NON-COLLUSION AFFIDAVIT



## CONTRACTOR'S BID FOR PUBLIC WORK- FORM 96

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

Prescribed by State Board of Accounts

### PART I

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

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

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

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

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

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

City/State/ZIP code: \_\_\_\_\_

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

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

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public

works project of \_\_\_\_\_

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

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

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

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

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

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

#### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

*(If applicable)*

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

## ACCEPTANCE

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

following conditions: \_\_\_\_\_

\_\_\_\_\_

Contracting Authority Members:

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

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

## PART II

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

Governmental Unit: \_\_\_\_\_ Bidder (Firm)

\_\_\_\_\_

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

These statements to be submitted under oath by each bidder with and as a part of his bid.

Attach additional pages for each section as needed.

### SECTION I EXPERIENCE QUESTIONNAIRE

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

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


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

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



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

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

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## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

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

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

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

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

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*SECTION III CONTRACTOR'S FINANCIAL STATEMENT*

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

**SECTION IV CONTRACTOR'S NON- COLLUSION AFFIDAVIT**

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

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

**SECTION V OATH AND AFFIRMATION**

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

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

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

By \_\_\_\_\_

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

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_)

) ss: COUNTY

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

Before me, a Notary Public personally appeared the above-named \_\_\_\_\_ and

swore that the statements contained in the foregoing document are true and correct.

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

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*Notary Public*

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

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

---

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**BID OF**

---

*(Contractor)*

---

*(Address)*

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*FOR*

Redevelopment Commission

**Projects OF**

---

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Filed

Action taken

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## **SECTION VI**

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GENERAL CONDITIONS  
SUPPLEMENTARY GENERAL CONDITIONS (IF APPLICABLE)



## GENERAL CONDITIONS

**For**

**Construction**

### *INDEX TO THE ARTICLES OF THE GENERAL CONDITIONS*

DEFINITIONS	CHANGES IN CONTRACT PRICE
EXECUTION OF DOCUMENTS	CHANGE OF CONTRACT TIME
CORRELATION, INTERPRETATION AND INTENT OF DOCUMENTS	LIQUIDATED DAMAGES
AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS	WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.
BONDS AND INSURANCE	PAYMENTS AND COMPLETION.
CONTRACTOR'S RESPONSIBILITIES	SUSPENSION OF WORK AND TERMINATION.
WORK BY OTHERS	ARBITRATION.
OWNER'S RESPONSIBILITIES	ENVIRONMENTAL REQUIREMENTS.
Architect's RESPONSIBILITIES DURING CONSTRUCTION	MISCELLANEOUS.
CHANGES IN THE WORK	

**1.00 DEFINITIONS.** The Owner, the Contractor and the Architect, are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**1.01. ADDENDA.** Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Agreement is executed.

**1.02. AGREEMENT.** The contractual agreement between the Contractor and the Owner.

- 1.03. APPLICATION FOR PAYMENT.** The form used by Contractor in requesting payments, including accompanying documentation required by the Contract Documents.
- 1.04. BID.** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.05. BIDDER.** Any person, firm, or corporation submitting a Bid for the Work.
- 1.06. BOARD.** Redevelopment Commission

- 1.07. BONDS.** Bid, performance, and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.08. CALENDAR DAY.** Every day shown on the calendar.
- 1.09. CHANGE ORDER.** A written order to the Contractor signed by the Owner authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
- 1.10. CONTRACT.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect/Construction Manager and the Contractor, (2) between the Owner and a Subcontractor or Sub subcontractor, or (3) between any persons or entities other than the Owner and Contractor.
- 1.11. CONTRACT DOCUMENTS.** The Agreement, Addenda (whether issued prior to the opening of Bid or the execution of the Agreement), Change Orders issued by the Owner or Construction Manager, Invitation to Bidders, Instructions to Bidders, Supplementary Instructions to Bidders, Proposal, Non-Collusion Affidavit, Questionnaire, Contractor's Bid, the Bonds, Employment Requirements and Wage Rates, Notification Procedures, General Equipment Stipulations, the Notice of Award, the Notice to Proceed, these General Conditions, the Special Conditions, the General and Technical Specifications, Drawings, and Modifications.
- 1.12. CONTRACT PRICE.** The total amount payable to the Contractor under the Contract Documents.
- 1.13. CONTRACT TIME.** The number of days stated in the Agreement for the completion of the Work, computed as provided in these General Conditions; or by the date set forth in the Agreement. Contract days are not to be determined from the usage of the Indiana Department of Transportation (I.N.D.O.T.) Standard Specifications Manual.
- 1.14. CONTRACTOR.** The person, firm, or corporation with whom the Owner has executed the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. The relationship of the Contractor to the Owner shall be that of an independent contractor.
- 1.15. DAY.** A calendar day of twenty-four hours measured from midnight to the next midnight.

**1.16. DATE OF CONTRACT.** The date written in the first paragraph of the Contract Agreement.

**1.17. DRAWINGS OR PLANS.** The graphic and pictorial portions of the Contract Documents, wherever located or whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

- 1.18. ENGINEER.** Construction Manager and Architect (herein after "City Engineer", or "Engineer"), person, firm, or corporation named by the Owner "the City of Bloomington", or the duly authorized agents of the City of Bloomington, acting within the scope of the duties entrusted to them.
- 1.19. FIELD ORDER.** A written order issued by the Construction Manager which clarifies or interprets the Contract Documents or orders minor changes in the Work.
- 1.20. MODIFICATION.** (a) A written amendment of the Contract Documents signed by both parties. (b) A Change Order. (c) A written clarification or interpretation issued by the Architect and/or Construction Manager. (d) A written order for a minor change or alteration in the Work issued by the Construction Manager. A Modification may be issued only after execution of the Agreement.
- 1.21. NOTICE OF AWARD.** The Written notice by the Owner to the apparent successful Bidder stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the Owner will execute and deliver the Agreement to him.
- 1.22. NOTICE TO PROCEED.** A written notice given to the Contractor by the Owner (with a copy to the Construction Manager) fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.
- 1.23. OWNER.** The City of Bloomington named and designated in the Agreement as "Owner" acting through its f Redevelopment Commission and its authorized agents. All notices, letters, and other communication directed to the Owner shall be addressed and delivered to Heather Lacy at City Legal Department 401 North Morton, Suite #220, Bloomington, Indiana 47404 & Chris Ciolli Weddle Bros. 2182 W. Industrial Park Dr. Bloomington, IN 47404.
- 1.24. PROJECT.** The total construction of which the Work performed under the Contract Documents may be the whole or a part, and which may include construction by the Owner or by separate contractors.
- 1.25. BID.** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.26. BIDDER.** Any person, firm, or corporation submitting a Bid for the Work.
- 1.27. RESPONSIBLE BIDDER.** One who is fully capable of performing the contract requirements and who has the integrity and reliability to insure faithful performance.

- 1.28. RESPONSIVE BIDDER.** One who has submitted a Bid conforming in all material respects to the Contract Documents.
- 1.29. SHOP DRAWINGS.** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work.

**1.30. SPECIFICATIONS.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work, and performance of related services.

**1.31. SUBCONTRACTOR.** An individual, firm, or corporation having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work to a special design at the site, but does not include a firm which merely furnishes material. All Subcontractor's performing work having a value over \$10,000.00 must be approved prior to performing any work under this contract agreement. Any work performed without prior approval will not be compensated for.

**1.32. SUBSTANTIAL COMPLETION.** The date as determined by the Architect and/or Construction Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such determination, the date of final completion.

**1.33. WORK.** Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to, or undertaken by, the Contractor under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnishing thereof.

**1.34. MISCELLANEOUS DEFINITIONS**

**1.34.1. AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED.** The order, directions, requirement, permission, or allowance of the Owner or Construction Manager is intended only to the extent of judging compliance with the Contract Documents. The terms do not imply that the Owner or Construction Manager has any authority or responsibility for supervision of the Contractor's forces or construction operations. Such supervision is the sole responsibility of the Contractor.

**1.34.2. REASONABLE, SUITABLE, ACCEPTABLE, PROPER, SATISFACTORY.** The terms reasonable, suitable, acceptable, proper, and satisfactory mean such to the Owner or Construction Manager and are intended only to the extent of judging compliance with the Contract Documents.

**1.34.3. UNDERSTOOD AND AGREED.** Whenever in these Contract Documents the expression "it is understood and agreed" or an expression of like import is used, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement.

**2.00. EXECUTION OF AGREEMENT**

**2.01. EXECUTION OF AGREEMENT.** The Agreement and other Contract Documents will be executed as set forth in the Special Conditions.

**2.02. DELIVERY OF BONDS.** When the executed Agreements are delivered to the Owner, the Contractor shall also deliver to the Owner such Bonds as he may be required to furnish in accordance with the Agreement.

- 2.03. COPIES OF DOCUMENTS.** The Owner shall furnish to the Contractor the number of copies of the Contract Documents set forth in the Special Conditions or a minimum of 3 sets of complete documents.
- 2.04. CONTRACTOR'S PRE-AWARD REPRESENTATIONS.** The Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study, observations and site visits with the requirements of the Contract Documents. The Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
- 2.05. COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED.** Unless otherwise provided in the SPECIAL CONDITIONS, the Contractor will be expected to start active and continuous work on the contract within 15 calendar days after the date of the Notice to Proceed. In **no case** shall work begin prior to the date of the Notice to Proceed unless this time is waived and mutually agreed upon and indicated on the Notice to Proceed. If a delayed starting date is indicated in the proposal, the 15 calendar day limitation shall be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any contract is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.
- 2.06. STARTING THE PROJECT.** The Construction Manager shall be notified at least 3 days in advance of the date on which the work is expected to begin. Should the prosecution of the work for any reason be discontinued, the Construction Manager shall be notified at least 24 hours in advance of resuming operations.
- 2.07. BEFORE STARTING CONSTRUCTION.** Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to the Construction Manager any conflict, error, or discrepancy which he may discover. However, he shall not be liable to the Owner or Construction Manager for his failure to discover any conflict, error, or discrepancy in the Drawings or Specifications.
- 2.08. SUBMISSION OF SCHEDULES.** Within ten days after delivery of the executed Agreement by the Owner to the Contractor, the Contractor shall submit to the Construction Manager for review, an estimated progress schedule that shall be in 'Critical Path' format and indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions



and other specified schedules. The 'Critical Path' schedule must include all possible overlapping work that can be accomplished should one action or function not be available or accessible to the contractor in order to show that the Contractors interrelated activities that will control the work path to complete the project within the time limits set forth for the project. Contracts with less than 60 calendar days completion time, less than 35 work days, or less than 60

days between the date of the notice to proceed and the completion date do not need to submit a progress schedule. The progress schedule may be used as a basis for establishing major construction operations and as a check on the progress of the work. The Construction Manager shall be notified at least 3 days in advance of the date on which the work is expected to begin. Sufficient materials, equipment, labor shall be provided by the Contractor to meet the progress schedule (if required) and to guarantee the completion of the project in accordance with the plans and specifications.

**3.00. CORRELATION, INTERPRETATION, AND INTENT OF CONTRACT DOCUMENTS.** It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall call it to the Construction Manager's attention in writing at once. Before proceeding with the Work affected thereby, he shall not be liable to the Owner or Construction Manager for his failure to discover any conflict, error or discrepancy in the Specifications or Drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

In case of discrepancy, and subject to the terms of the **AGREEMENT** between Owner and Contractor, calculated dimensions will govern over scaled dimensions; plans will govern over specifications; special conditions will govern over the plans and specifications. The instructions to Bidders and the description of the pay items listed in the itemized proposal will govern over plans, specifications, and special conditions. The precedence outlined herein shall not absolve the Contractor of his responsibility with regard to errors and omissions, or from his requirement to follow all IOSHA, OSHA, any local safety ordinances, and general good construction practices.

Advantage shall not be taken of any apparent error or omission in the plans or specifications. In the event such an error or omission is discovered, the Construction Manager shall be notified immediately in writing. Such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications will then be made.

**4.00. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.**

**4.01. AVAILABILITY OF LANDS.** The Owner shall furnish, as indicated in the Contract Documents and not later than the date of the Notice to Proceed, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for use by the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise specified in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore as provided in these General Conditions.

**4.02. PHYSICAL CONDITIONS; SURVEYS AND REPORTS.** Refer to **Instructions to Bidder**. For identification of those surveys and investigation reports of subsurface and latent physical conditions at the Project site or otherwise affecting performance of the Work which have been relied upon by the Construction Manager in preparation of the Drawings and Specifications, refer to **SPECIAL CONDITIONS**.

**4.03. UNFORESEEN PHYSICAL CONDITIONS.** The Contractor shall promptly notify the Owner and Construction Manager in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Construction Manager will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner shall obtain the necessary additional surveys and tests and furnish copies to the Construction Manager and Contractor. If the Construction Manager finds that the results of such surveys or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by the Contractor, a Change Order shall be issued incorporating the necessary revisions.

**4.04. REFERENCE POINTS.** The Owner shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for surveying and laying out the Work (unless otherwise provided in the Special Conditions), and shall protect and preserve the established reference points and shall make no changes or reallocations without the prior written approval of the Owner. He shall report to the Construction Manager whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor shall replace and accurately relocate all reference points so lost, destroyed or moved at the Contractor's expense.

## **5.00. BONDS AND INSURANCE.**

**5.01. PERFORMANCE, PAYMENT AND OTHER BONDS.** When Contractor delivers the executed counterparts of the **AGREEMENT** to Owner, the Contractor shall furnish a Performance Bond, Payment Bond, and other Bonds specified in **AGREEMENT** as security for the faithful performance and payment of all his obligations under the Contract Documents. The Performance Bond shall be in an amount at least equal to *100%* of the Contract Price, unless otherwise listed in **SUPPLEMENTARY CONDITIONS**. The Payment Bond shall also be in an amount at least equal to *100%* of the Contract Price, unless otherwise listed in **SUPPLEMENTARY CONDITIONS**. Bonds shall be executed on the forms (when provided) included in the Contract Documents and with such sureties as are licensed to conduct business in the state of Indiana and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have an "A" minimum rating of performance and a financial rating strength of five times the Contract Price, all as stated in "Best's Key Rating Guide, Property-Liability". Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the Bond.

**5.02. TERMINATION OF SURETY.** If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or revoked in any state where any part of the Project is located, the Contractor shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to the Owner.

**5.03. CONTRACTOR'S LIABILITY INSURANCE.** The Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation laws, disability benefit laws, or similar employee benefit laws, from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by personal injury liability coverage; from

claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall include the specific coverage's and be written for not less than any limits of liability and maximum deductibles specified in the Supplementary Conditions or required by law, whichever is greater, shall include contractual liability insurance and shall include the Owner, Architect and Construction Manager as additional insured parties. Before starting the Work, the Contractor shall file with the Owner and Construction Manager certificates of such insurance, acceptable to the Owner; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least fifteen days prior written notice has been given to the Owner and Construction Manager.

**6.00. CONTRACTOR'S RESPONSIBILITIES.**

**6.01. SUPERVISION AND SUPERINTENDENCE.** The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but he shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

**6.02. RESIDENT SUPERINTENDENT.** The Contractor shall keep on the Work site at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner and Construction Manager. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

**6.03. LABOR, MATERIALS AND EQUIPMENT.** The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

All materials and equipment shall be new, except as otherwise provided in the Contract Documents. If required by the Construction Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the contract Documents.

The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them, and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between the Owner or Construction Manager and any Subcontractor or other person or organization having a direct contact with the Contractor, nor shall it create any obligation on the part of the Owner or Construction Manager to pay or to see to the payment of any monies due any Subcontractor or any other person or organization, except as may

otherwise be required by law. The Owner or Construction Manager may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done in accordance with the schedule of values.

The divisions and sections of the Specifications and the identification of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

The Contractor agrees to bind specifically every Subcontractor to the specific terms and conditions of the Contract Documents for the benefit of the Owner.

All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance. The Contractor shall pay each Subcontractor a just share of any insurance monies received by the Contractor.

- 6.04. PATENT FEES AND ROYALTIES.** The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or Construction Manager its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and Construction Manager and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.
- 6.05. PERMITS.** The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his/her Bid. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall also pay all public utility charges necessary for the meter/service connections to place installed devices into working order and placing said service accounts in the name of the City of Bloomington, or their assigned designee.
- 6.06. LAWS AND REGULATIONS.** The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are in conflict therewith, he shall give the Construction Manager prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Construction Manager, he shall bear all costs arising there from; however, it shall not be his primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

**6.07. TAXES.** The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the work is to be performed. The Owner is exempt from sales tax on products permanently incorporated into the work.

**6.08. USE OF PREMISES.** The Contractor shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment. No assumptions of allowable traffic closures shall be made by the Contractor unless specifically called for in a "Maintenance of Traffic" plan should one exist. All roadway and lane closures must be approved by the Construction Manager prior to implementing the closure and a 'Notice of Intent' to close a lane or roadway must be delivered in writing to the Construction Manager by the Wednesday preceding the week of the desired closure date or time so proper notification can be given to the required personnel.

The Contractor shall not load nor permit any part of any structure to be loaded with weights that will endanger the structure, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

**6.09. RECORD DRAWINGS.** The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the Construction Manager and shall be delivered to him for the Owner upon completion of the Project and prior to final payment.

**6.10. SAFETY AND PROTECTION.** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to: all employees on the Work and other persons who may be affected thereby. This includes ensuring the safety of pedestrians, bicyclist, and motorists who are allowed to access the site during the project. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor: except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or Construction Manager or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Construction Manager has issued a notice to the Owner and Contractor in accordance with Supplementary Conditions that the Work is acceptable.

**6.11. SUPERINTENDENT OF SAFETY.** The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner. The Superintendent of Safety shall be responsible for the maintenance of traffic control devices and personnel in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.) for work zone safety. Weekly "Sign and Barricade Reports" are to be submitted by the Superintendent of Safety.

**6.12. EMERGENCIES.** In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He shall give the Construction Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If the Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore.

**6.13. INDEMNIFICATION.** The Contractor shall indemnify and hold harmless the Owner and Construction Manager and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense: is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or Construction Manager or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The indemnification obligations of the Contractor shall not extend to the liability of the Construction Manager, his agents or employees arising out of: the preparation of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications or the giving of or the failure to give directions or instructions by the Construction Manager, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

## **7.00. WORK BY OTHERS.**

The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.



If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or Owner), the Contractor shall inspect and promptly report to the Construction Manager in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and

results. His failure to so report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Construction Manager and of the other contractors whose work will be affected.

If the performance of additional work by other contractors or the Owner is not noted in the Contract Documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any additional work. If the Contractor believes that the performance of any such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

#### **8.00. OWNER'S RESPONSIBILITIES.**

The Owner shall issue all communications to the Contractor through the Construction Manager.

In case of termination of the employment of the Construction Manager, the Owner shall appoint a Construction Manager against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Construction Manager. Any dispute in connection with such an appointment shall be subject to arbitration.

The Owner shall furnish the data required of him under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due.

In addition to his rights to request changes in the Work, the Owner shall be obligated to execute Change Orders.

#### **9.00. CONSTRUCTION MANAGER'S STATUS DURING CONSTRUCTION.**

**9.01. OWNER'S REPRESENTATIVE.** The Construction Manager will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Construction Manager as the Owner's representative during construction are set forth in these General Conditions and shall not be extended without the written consent of the Owner and the Construction Manager.

**9.02. CLARIFICATIONS AND INTERPRETATIONS.** The Construction Manager will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim therefore.

**9.03. REJECTING DEFECTIVE WORK.** The Construction Manager will have authority to reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet

the requirements of any inspection, test or approval referred to in the Specifications, or has been damaged prior to the Construction Manager's recommendation of final payment). He will also have authority to require special inspection or special testing of the Work whether or not the Work is fabricated, installed or completed.

**9.04. DECISIONS ON DISAGREEMENTS.** The Construction Manager will be the interpreter of the requirements of the Contract Documents and the judge of the performance hereunder. In his capacity as interpreter and judge he/she will exercise his/her best efforts to insure faithful performance by both Owner and Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred to the Construction Manager for decision, which he will render in writing within a reasonable time.

**9.05. ARBITRATION.** Either the Owner or the Contractor may demand arbitration with respect to any such claim, dispute, or other matter that has been referred to the Construction Manager, except any which have been waived by the making or acceptance of final payment, such arbitration to be in accordance with these General Conditions. However, no demand for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the Construction Manager has rendered his decision or (b) the tenth day after the parties have presented their evidence to the Construction Manager if he has not rendered his written decision before that date. No demand for arbitration shall be made later than thirty days after the date on which the Construction Manager rendered his written decision in respect to the claim, dispute or other matter as to which arbitration is sought; and the failure to demand arbitration within said thirty days' period shall result in the Construction Manager's decision being final and binding upon the Owner and the Contractor. If the Construction Manager renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

**9.06. LIMITATIONS ON THE CONSTRUCTION MANAGER'S RESPONSIBILITIES.** Neither the Construction Manager's authority to act under this article or elsewhere in the Contract Documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, any material, man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

The Construction Manager will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

The Construction Manager will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons at the site or otherwise performing any of the Work.

## **10.00. CHANGES IN THE WORK.**

Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders and initiated through a Field

Order from the Construction Manager or Owner. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in these General Conditions on the basis of a claim made by either party.

The Construction Manager may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Construction Manager entitles him to an increase in the Contract Price, he may make a claim therefore.

Additional work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except as otherwise provided herein.

The Owner shall execute appropriate Change Orders prepared by the Construction Manager covering changes in the Work to be performed as provided herein and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is confirmed by the Construction Manager.

It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly.

#### **11.00. CHANGE OF CONTRACT PRICE.**

The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to the Owner and Construction Manager within twenty days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Construction Manager allows an additional period of time to ascertain accurate cost data. All claims for adjustments in the Contract Price shall be determined by the Construction Manager if the Owner and the Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All changes requested by the Construction Manager or Owner must be submitted to the Contractor in the form of a Field Order, at which time, the contractor shall provide in return a request for a change order with the prices for said requested work detailed by item and quantity for the Construction Manager and Owner to review for acceptance and so they can issue a Change Order for the approved work.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

By mutual acceptance of a lump sum.

On the basis of the Cost of the Work plus a Contractor's Fee for overhead and profit (determined in accordance with the following paragraphs).

**11.01. COST OF THE WORK.** The term "Cost of the Work" means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be

agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items:

Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications set forth in the Wage Scale Determination. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by the Owner.

The cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.

Payments made by the Contractor to the Subcontractors for Work performed by the Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such bids to the Owner, who will then determine with the advice of the Construction Manager which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

Costs of special consultants (including, but not limited to, Construction Managers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work.

**11.02. SUPPLEMENTAL COSTS** include the following:

The proportion of necessary transportation, traveling and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

The cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with the rental agreements approved by the Owner with the advice of the Construction Manager, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

Sales, use or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.

Deposits lost for causes other than the Contractor's negligence, royalty payments and fees for permits and licenses.

Losses, damages and expenses, not compensated by insurance or otherwise, sustained by the Contractor in connection with the execution of, and to, the Work, provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated under Contractor's Fee.

The cost of utilities, fuel and sanitary facilities at the site.

Minor expenses such as telegrams, long distance phone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

The cost of premiums for additional bonds and insurance required because of changes in the Work.

**11.03** The term "**COST OF THE WORK**" shall *not* include any of the following:

Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, Construction Managers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by the Contractor, whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications - all of which are to be considered administrative costs covered by the Contractor's Fee.

Expenses of the Contractor's principal and branch offices other than his office at the site.

Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.

Cost of premiums for all bonds and for all insurance policies whether or not the Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided above).

Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind not specifically and expressly included in the Cost of the Work.

**11.04. CONTRACTOR'S FEE.** The Contractor's Fee which includes his overhead and profit shall be determined as follows:

A mutually acceptable fee; or, if none can be agreed upon,

A fee based on the following percentages of the various portions of the Cost of the Work: for  
payroll costs and the cost of all materials and equipment included in the Work,

the Contractor's Profit shall be ten percent.

for payments to Subcontractors, the Contractor's Profit shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

no fee shall be payable on the basis of costs of special consultants or supplemental costs.

**11.05. CREDIT.** The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any Work is to be determined pursuant to preceding paragraphs, the Contractor will submit in form prescribed by the Construction Manager an itemized cost breakdown together with supporting data.

## **12.00. CHANGE OF CONTRACT TIME.**

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Owner and Construction Manager within twenty days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless the Construction Manager allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by the Construction Manager if the Owner and the Contractor cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. Computation of Contract time shall be in accordance with the contract agreement and not that of the Indiana Department of Transportation (INDOT).

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if he makes a claim therefore as provided in the preceding paragraph. A claim for an extension of the Contract Time otherwise allowable under the Contract Documents, shall be granted only to the extent the time lost exceeds the float, using Critical Path analysis as called for in Section 2.08 above, for a delayed activity at the time of the event giving rise to the Claim. Float, whether expressly disclosed or implied in any manner, is jointly owned by the project participants. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

All time limits stated in the Contract Documents are of the essence of the Agreement. The Contractor agrees to make no monetary claim for delays, interferences or hindrances of any kind in the performance of this Contract occasioned by any act or omission to act of the Owner or any other party, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work where Critical Path analysis shows such an extension of time is warranted.

## **13.00. LIQUIDATED DAMAGES.**

Liquidated damages shall be paid to the Owner in accordance with the Agreement. If no provision is made in the Agreement, liquidated damages shall be paid as follows:

In the event the Contractor fails to satisfactorily complete the entire Work contemplated and provided for under this contract on or before the date of completion as determined and described elsewhere herein, the Owner shall deduct from the amount due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day of delay, which sum is agreed upon not as a penalty, but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and



agreed that timely completion is of the essence. If the monies due the Contractor are less than the amount of such liquidated damages, then the Contractor or his surety shall pay the balance to the Owner.

**14.00. WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

**14.01. WARRANTY AND GUARANTEE.** The Contractor warrants and guarantees to the Owner and Construction Manager that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to in the Tests and Inspection paragraph. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Contract Documents at the time of acceptance thereof or of such inspections, tests or approvals, shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided herein.

**14.02. TESTS AND INSPECTIONS.** If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by some public body, the Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish the Construction Manager the required certificates of inspection, testing, or approval. All other inspections, tests, or approvals required by the Contract Documents shall be performed by organizations acceptable to the Owner and the Contractor and the costs thereof shall be borne by the Owner unless otherwise specified.

The Contractor shall give the Construction Manager timely notice of readiness of the Work for all inspections, tests or approvals. If any such Work required so to be inspected, tested or approved is covered without written concurrence of the Construction Manager, it must, if requested by the Construction Manager, be uncovered for observation, and such uncovering shall be at the Contractor's expense unless the Contractor has given the Construction Manager timely notice of his intention to cover such Work and the Construction Manager has not acted with reasonable promptness in response to such notice. This timeframe of notification shall be no less than 2 hours, and occur during normal working hours of the City of Bloomington (Monday through Friday – 8:00a.m. to 5:00p.m.) Requests for inspection during all other hours shall receive 48 hours' notice.

Neither observations by the Construction Manager nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the Contract Documents.

**14.03. ACCESS TO WORK.** The Construction Manager and his representatives and other representatives of the Owner will at reasonable times have access to the Work. The Contractor shall provide proper and safe facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

**14.04. UNCOVERING WORK.** If any Work is covered contrary to the written request of the Construction Manager, it must, if requested by the Construction Manager, be uncovered for his observation and replaced at the Contractor's expense.

If any Work has been covered which the Construction Manager has not specifically requested to observe prior to its being covered, or if the Construction Manager considers it necessary or

advisable that covered Work be inspected or tested by others, the Contractor, at the Construction Manager's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefore.

**14.05. OWNER MAY STOP THE WORK.** If the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payment to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

**14.06. CORRECTION OR REMOVAL OF DEFECTIVE WORK.** If required by the Construction Manager prior to his recommendation of final payment, the Contractor shall promptly, without cost to the Owner

and as specified by the Construction Manager, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Construction Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work within a reasonable time, all as specified in a written notice from the Construction Manager, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate deductive Change Order shall be issued. The Contractor shall also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

**14.07. CORRECTION PERIOD.** If, after final payment and prior to the expiration of one year after the date of Substantial Completion (unless a longer period is set forth in the Supplementary Conditions) or such longer period as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work or, if it has been rejected by the Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

**14.08. ACCEPTANCE OF DEFECTIVE WORK.** If, instead of requiring correction or removal and replacement of defective Work, the Owner (and, prior to final payment, the Construction Manager) prefers to accept it, he may do so. In such case, if acceptance occurs prior to final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Owner.

**14.09. NEGLECTED WORK BY THE CONTRACTOR.** If the Contractor should fail to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after seven days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor if the Construction Manager agrees with such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

**15.00. PAYMENTS AND COMPLETION.**

**15.01. APPLICATION FOR PROGRESS PAYMENT.** If the Contractor has requested progressive payments for work completed throughout the project, the Contractor may, no more frequently than once a month, make an estimate of the value of the Work completed, and submit an Application for Payment. The estimated cost of repairing, replacing, or rebuilding any part of the Work or replacing

materials which do not conform to the Contract Documents will be deducted from the estimated value. The Application for Payment shall be submitted to the Construction Manager for review and approval.

- 15.02. CONTRACTOR'S WARRANTY OF TITLE.** The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").
- 15.03. REVIEW OF APPLICATION FOR PAYMENT.** The Contractor shall furnish to the Construction Manager such detailed information as he may request to aid in the review and approval of such Estimates. The Construction Manager will, within five working days after receipt of each Application for Payment, either recommend payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will pay to the Contractor within forty-five days after receipt of Application. The escrow agent, Owner, and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for the work which cannot be completed due to weather conditions, lack of materials or other reasons which in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed. Such Applications for Payment are processed on a regular biweekly schedule, which will be provided to the Contractor.
- 15.04. FINAL INSPECTION.** When the Work has been substantially completed and at a time mutually agreeable to the Owner, Construction Manager, and Contractor, the Construction Manager and Contractor shall make a final walk-through inspection of the Work. The Construction shall report to the Owner his findings as to the acceptability and completeness of the Work.
- 15.05. APPLICATION FOR FINAL PAYMENT.** Upon written notice from the Construction Manager that Work is completed and acceptable as provided in the Supplementary Conditions, the Contractor shall make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents and such other data and schedules as the Construction Manager may reasonably require.
- 15.06. FINAL PAYMENT.** If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final Application for Payment, all as required by the Contract Documents, the Construction Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within ten days after receipt of the final Application for Payment, present the Application to the Owner for Payment. Thereupon the Construction Manager will give written notice to the Contractor that the Work is acceptable subject to the provisions of the paragraph regarding waiver of claims. Otherwise, he will return the Application to the Contractor, indicating in writing his reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. The Owner shall, within forty-five (45) days of presentation to him of the

final Application for Payment, pay the Contractor the entire sum found to be due after deducting all amounts to be retained under any provision of the Contract Documents.

**15.07. CONTRACTOR'S CONTINUING OBLIGATION.** The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Construction Manager, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

**15.08. WAIVER OF CLAIMS.** The making and acceptance of final payment shall constitute:

a waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

**16.00. SUSPENSION OF WORK AND TERMINATION.**

**16.01. OWNER MAY SUSPEND WORK.** The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of ninety days by notice in writing to the Contractor, which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefore as provided in these General Conditions.

**16.02. OWNER MAY TERMINATE.** If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Construction Manager, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excesses shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

Upon seven days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

**16.03. CONTRACTOR MAY STOP WORK OR TERMINATE.** If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Construction Manager fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails to pay the Contractor any sum recommended by the Construction Manager or awarded by arbitrators within thirty days of its approval and presentation, then the Contractor may, upon seven days written notice to the Owner and Construction Manager, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Construction Manager has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days' notice to the Owner and Construction Manager stop the Work until he has been paid all amounts then due.

#### **17.00. ARBITRATION.**

**17.01** As a condition precedent to the commencement of judicial action for resolution of Claims, disputes, and other matters in question arising out of, or relating to, the Agreement, including any disagreement with Construction Manager's decisions, either Owner or Contractor shall file a written demand for arbitration of the dispute with the other party.

**17.02** No demand for arbitration of any Claim, dispute, or other matter that is required to be referred to Construction Manager initially for decision in accordance with Paragraph 10.00, 11.00 and 12.00 of the General Conditions may be made until the earlier of (a) the date on which Construction Manager has rendered a written decision or (b) 30 days after the parties have presented their evidence to Construction Manager if a written decision has not been rendered by Construction Manager before that date. No demand for arbitration of any such Claim, dispute, or other matter may be made later than 30 days after the date on which Construction Manager has rendered a written decision in respect thereof; and the failure to demand arbitration within said 30 day period shall result in Construction Manager's decision being final and binding upon Owner and Contractor. If Construction Manager renders a decision after arbitration or judicial proceedings have been initiated, such decision may be entered as evidence but will not supersede such proceedings, except where the decision is acceptable to the parties concerned.

**17.03** In all other cases, the demand for arbitration shall be made within a reasonable time after the Claim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

**17.04** If the party upon whom the demand for arbitration is made rejects arbitration, or fails to give a written response within 30 days after receiving the demand, the other party may commence judicial action on the merits of the dispute. If the party upon whom the demand for arbitration is made



accepts arbitration, the other party may commence arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. The agreement to arbitrate entered into in accordance herewith will be specifically enforceable under the prevailing law of any court having jurisdiction.

- 17.05** If a Claim, dispute, or other matter in question between Owner and Contractor involves the work of a Subcontractor, either Owner or Contractor may join such Subcontractor as a party to the arbitration between Owner and Contractor. Contractor shall include in all subcontracts required by Paragraph 6.14 of the General Conditions a specific provision whereby the Subcontractor consents to being joined in an arbitration between Owner and Contractor involving the Work of such Subcontractor. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any Claim, right, or cause of action in favor of Subcontractor and against Owner, Construction Manager, or Architects and Engineer's Consultants that does not otherwise exist
- 17.06** The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction.

#### **18.00. ENVIRONMENTAL REQUIREMENTS.**

The Contractor, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints and be required to install appropriate erosion control devices as determined by the City of Bloomington, which may include, but not be limited to the placement of inlet protection, silt fencing, check dams, temporary seeding and/or mulching. All costs for this work shall be included in the cost of the base Bid with work performed by the contractor to ensure that all erosion is contained on site.

- 18.01. WETLANDS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert wetlands.
- 18.02. FLOODPLAINS.** The Contractor, when disposing of excess, spoil, or other related earth construction materials on public or private property, shall not fill in or otherwise convert 100 year flood plain areas delineated on the latest FEMA Floodplain Maps.
- 18.03. HISTORIC PRESERVATION.** Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the City Engineer's Office. Construction shall be temporarily halted pending the notification process and further directions issued by the City after consultation with the State Historic Preservation Office (SHPO).
- 18.04. ENDANGERED SPECIES.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species or their critical habitat be brought to the attention of the contractor, the contractor shall immediately report this evidence to the City Engineer. Construction shall be temporarily halted pending the notification process and further directions issued by the OWNER after consultation with the U.S. Fish and Wildlife Service.

**18.05 Rule 5 Permit.** The Contractor shall comply with all applicable requirements of the Rule 5 Permit for erosion control utilizing applicable Best Management Practices (B.M.P.'s) prior to the commencement of work.

**19.00. MISCELLANEOUS.**

**19.01. GIVING NOTICE.** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to be validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by first class, registered or certified mail, postage prepaid, to the business address provided on the Contractual Agreement.

**19.02. COMPUTATION OF TIME.** Computation of time shall be set forth by the number of calendar days allowed for in the contract agreement. Calendar days shall consist every day shown on the calendar. The usage of Indiana Department of Transportation (I.N.D.O.T.) standard specifications with regard to time usage or computation does not apply to this contract and therefore is not applicable.

**19.03. ADDITIONAL SPECIFICATION REQUIREMENTS.** Areas of work not covered under Special Conditions will be required to meet specifications covered in applicable sections of Indiana Department of Transportation Specifications 2018 Edition (or latest edition and supplements at time of Bid) for the installation and placement of materials to ensure quality workmanship. INDOT Specifications shall not be interpreted to contradict current **Public Works**, or Bloomington Utility Specifications which shall override and supersede INDOT Specifications.

**19.04. MAINTENANCE OF TRAFFIC.** For all maintenance of traffic, including pedestrian routes, the Contractor shall follow the current Indiana Manual on Uniform Traffic Control Devices (MUTCD) with regard to all signage and signage placement used during the project for both vehicular, bicycle and pedestrian traffic travelling through the project limits. The Contractor shall install and maintain any temporary pedestrian routes in accordance with the Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by the Department of Public Works and the Planning and Transportation Department.

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## SECTION VIII

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SAMPLE AGREEMENT

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

Redevelopment Commission

CONTRACTOR

FOR

Showers West Renovation

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Redevelopment Commission (hereinafter City), and \_\_\_\_\_, (hereinafter CONTRACTOR);

## WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and  
WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference,

Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said

Project NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as

### ARTICLE 1. TERM

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

### ARTICLE 2. SERVICES

**2.01** CONTRACTOR shall complete all work required under this Agreement within \_\_\_\_\_ calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

**2.02** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its

sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

**2.03** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3. COMPENSATION**

**3.01** CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

**3.02** Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in an amount not to exceed \_\_\_\_\_ CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

Evidence indicating the probable filing of claims by other parties against CONTRACTOR which may adversely affect CITY.

Failure of CONTRACTOR to make payments due to subcontractors, material suppliers or employees.

Damage to CITY or a third party.

**3.03** The submission of any request for payment shall be deemed a waiver and release by CONTRACTOR of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

**3.04** CONTRACTOR shall maintain proper account records for the scope of all services of this Agreement and provide an accounting for all charges and expenditures as may be necessary for audit purposes. All such records shall be subject to inspection and examination by CITY's representatives at reasonable business hours.

**3.05** For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his own and all subcontracted employees, to Construction Manager or his representative for approval and review, including review for compliance with Davis Bacon requirements, if federal funds are used.

**3.06 Construction Manager** Construction Project Manager shall act as the CITY's representative and assume all duties and responsibilities and have all the rights and authority assigned to the Construction Manager in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Bid Form, the Owner requires that retainage be held set out below.

**4.01 Retainage Amount.** The retainage amount withheld shall be held by the Redevelopment Commission ("Board") or shall be placed in an escrow account with an escrow agent. Yellow Cardinal Group Columbus, Indiana, shall serve as the escrow agent. If an escrow agent is used, the escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. If an escrow agent is used, Contractor shall work directly with the escrow agent to set up the account. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.02     Payment of Retainage Amount.** The escrow agent or the Board shall hold the retainage until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent or the Board to pay to the Contractor the retainage, including both specifying the amount of retainage to be released and the person to whom that portion is to be released. After receipt of the notice, the escrow agent or the Board shall remit the designated funds to the person specified in the notice. If the escrow agent held the retainage, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees. If the Board held the retainage, no interest will have been earned or will be payable. However, nothing in this section shall prohibit Owner from requiring the escrow agent or the Board to withhold amounts necessary to complete minor items of the Contract following substantial completion of the Contract in accordance with the provisions of paragraph 4.03.

**4.03     Escrow Agent** The retainage amount withheld shall be placed in an escrow account. Yellow Cardinal Advisory Group, Columbus, Indiana, shall serve as the escrow agent.

**4.04     Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

**4.05     Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

**4.06     Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/Construction Manager. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

**5.02.01** CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

**5.02.02** If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

**5.02.03 Default** If CONTRACTOR breaches this Agreement or fails to perform the work in an acceptable manner, he shall be considered in default. Any one or more of the following will be considered a default:

Failure to begin the work under this Agreement within the time specified.

Failure to perform the work with sufficient supervision, workmen, equipment and materials to insure prompt completion of said work within the time limits allowed.

Unsuitable performance of the work as determined by CITY Legal Department or his representative.  
Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.

Discontinuing the prosecution of the work or any part of it.  
Inability to finance the work adequately.

If, for any other reason, CONTRACTOR breaches this Agreement or fails to carry on the work in an acceptable manner.



**5.02.04** CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

**5.02.05** All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

**5.02.06** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by CITY are at any time not forthcoming or are insufficient, through failure of any entity to appropriate the funds or otherwise, then CITY shall have the right to terminate this Agreement without penalty by giving prior written notice documenting the lack of funding in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void.

**5.02.07** CITY agrees that it will make its best effort to obtain sufficient funds, including but not limited to, including in its budget for each fiscal period during the term hereof a request for sufficient funds to meet its obligations hereunder in full.

### **5.03 Successors and Assigns**

**5.03.01** Both parties agree that for the purpose of this Agreement, CONTRACTOR shall be an Independent Contractor and not an employee of CITY.

**5.03.02** No portion of this Agreement shall be sublet, assigned, transferred or otherwise disposed of by CONTRACTOR except with the written consent of CITY being first obtained. Consent to sublet, assign, transfer, or otherwise dispose of any portion of this Agreement shall not be construed to relieve CONTRACTOR of any responsibility of the fulfillment of this Agreement.

### **5.04 Extent of Agreement: Integration**

**5.04.01** This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans and technical specifications as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The General and Technical Specifications.
11. CONTRACTOR'S submittals.

12. The Performance Bond and the Payment Bond.

13. The Escrow Agreement.

14. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

## **5.05 Insurance**

### **5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

#### Coverage Limits

A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
	Products/Completed Operation	\$1,000,000
	Personal & Advertising Injury Limit	\$1,000,000
	Each Occurrence Limit	\$1,000,000
	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	

E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
F.	The Deductible on the Umbrella Liability	
	shall not be more than	\$10,000

**5.05.02** CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;  
Fellow employee claims under Personal Injury; and  
Independent Contractors.

**5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days’ prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker’s Compensation policy.

**5.06    Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07    Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08    Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

## **5.09 Workmanship and Quality of Materials**

**5.09.01** CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR's Performance Bond.

**5.09.02 Substitution:** Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the Construction Manager and/or Architect. The approval by the Construction Manager of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City

of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the Construction Manager.

**5.09.03** CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Construction Manager and are not subject to arbitration.

**5.10** **Safety** CONTRACTOR shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. CONTRACTOR shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local. Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

**5.10.01** CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

### **5.11** **Amendments/Changes**

**5.11.01** Except as provided in Paragraph 5.11.02, this Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

**5.11.02** Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

**5.11.03** If CONTRACTOR believes that any direction of CITY under paragraph 5.11.02, or any other event or condition, will result in an increase in the Contract time or price, he shall file written notice with CITY no later than twenty (20) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim with supporting data. No claim for any adjustment of the Contract time or price will be valid if not submitted in accordance with this Paragraph.

**5.11.04** CONTRACTOR shall carry on the work and adhere to the progress schedule during all disputes or disagreements with CITY. No work shall be delayed or postponed pending resolution of any dispute or disagreement except as CONTRACTOR and CITY may otherwise agree in writing.

### **5.12** **Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

**5.12.02** Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

**5.12.03** If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

**5.13** **Payment of Subcontractors** CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

**5.13.01** The surety of the Payment Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

**5.14** **Written Notice** Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington		Contractor Information
Attn:		
401 N. Morton St., Suite #		
Bloomington, Indiana 47404		

**5.15** **Severability and Waiver** In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

**5.16** **Notice to Proceed** CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

**5.17** **Steel or Foundry Products**

**5.17.01** To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

**5.17.04** The United States is defined to include all territory subject to the jurisdiction of the United States.

**5.17.05** CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

### **5.18 Verification of Employees' Immigration Status**

Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Attachment C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

### **5.19 Drug Testing Plan**

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program.

CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands.

DATE: \_\_\_\_\_

City of Bloomington

Redevelopment Commission

BY:

BY:

---

Cindy Kinnarney, President,  
Redevelopment Commission

---

Contractor Representative

---

Printed Name



ATTACHMENT "A"

**"SCOPE OF WORK"**

The Contractor shall provide all materials, labor, and equipment necessary to complete the following described project:

## ATTACHMENT 'B'

### BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

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

#### AFFIDAVIT

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_.  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Bidder's Affidavit.
3. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. By submission of this Bid and subsequent execution of a Contract, the undersigned Bidder certifies that as successful Bidder (Contractor) all trench excavation done within his/her control (by his/her own forces or by his/her Subcontractors) shall be accomplished in strict adherence with OSHA trench safety standards contained in 29 C.F.R. 1926, Subpart P, including all subsequent revisions or updates to these standards as adopted by the United States Department of Labor.
5. The undersigned Bidder certifies that as successful Bidder (Contractor) he/she has obtained or will obtain identical certification from any proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he/she will retain such certifications in a file for a period of not less than three (3) years following final acceptance.
6. The Bidder acknowledges that included in the various items listed in the Schedule of Bid Prices and in the Total Amount of Bid Prices are costs for complying with I.C. 36-1-12-20. The Bidder further identifies the costs to be summarized below\*:

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				<b>Total</b>	\$ _____

Method of Compliance (Specify) \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

\*Bidders: Add extra sheet(s), if needed.

If Bidder fails to complete and execute this sworn affidavit, his/her Bid may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

## **"E-Verify AFFIDAVIT"**

## E-Verify AFFIDAVIT

1. The undersigned is the \_\_\_\_\_ of \_\_\_\_\_.  
a. (job title) (company name)
2. The company named herein that employs the undersigned:
  - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Printed Name

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

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public's Signature

Printed Name of Notary Public

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

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

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

**ATTACHMENT 'D'**  
**COMPLIANCE AFFIDAVIT**  
**REGARDING INDIANA CODE CHAPTER 4-13-18**  
**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

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

**AFFIDAVIT**

The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the \_\_\_\_\_ of  
(job title)  
\_\_\_\_\_.  
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
  - iii. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
  - iv. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug-testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

\_\_\_\_\_  
Signature

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

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

Before me, a Notary Public in and for said County and State, personally appeared  
\_\_\_\_\_ and acknowledged the execution of the foregoing  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_  
Notary Public’s Signature

\_\_\_\_\_ County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

**ATTACHMENT 'E'**

**NON-COLLUSION AFFIDAVIT**

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to any other offer.

**AFFIDAVIT**

This AFFIVADIT in included the CONTRACTOR'S BID FOR PUBLIC WORKS – STATE FORM 96



**SECTION 00 2213**  
**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

**DEFINITIONS**

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates are identified in the Contract Documents.

1.6.1 A Voluntary Alternate Bid (or Voluntary Alternate) is an amount proposed by the Bidder as alternative materials, products, or equipment not described in the Bidding Documents or otherwise approved as a substitution as identified under Substitutions. Bids proposed in this manner are to be clearly identified as amounts to be added to, deducted from, or in lieu of the Base Bid or Alternate Bids described in the Bidding Documents. Voluntary Alternates shall be grounds for disqualification of a Bid.

1.6.2 The Architect is:

STUDIOAXIS  
Ashley Thornberry  
618 E Market Street  
Indianapolis, IN 46202

**BIDDER'S REPRESENTATIONS**

2.1.7 No Bidder, after the award of the Contract, shall be allowed any extra compensation for reasons of their failure to inform themselves fully, prior to bidding, of all requirements of the Contract Documents, drawings, specifications and circumstances of the building site.

2.1.8 Bidders represent that at the time Bids are submitted for consideration, they have no questions regarding ambiguity or omissions and are submitting Bids that will result in a complete project.

**BIDDING DOCUMENTS**

3.2.1.1 In the event of an inconsistency between the Drawings and the Specifications or within either Document that is not clarified by addenda, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

3.3.1.1 Where specific materials, trade names, or models of certain manufacturers are specified, it is done to establish a basis of durability, efficiency, appearance and simplification of maintenance, and not for the purpose of limiting competition. If a bidder wishes to use a different product in the bid to be submitted, then that product must be submitted for approval following the submittal procedures defined elsewhere within this specification. The decision of the Architect and Owner shall be final.

**BIDDING PROCEDURES**

4.1.1 Bids shall be accompanied by "Form 96, Contractor's Bid" current edition as prescribed by the State Board of Accounts of Indiana (not included herein). The Bid Form included in the Bid Documents shall be used to submit the actual bid. All documents listed on the Bid Form in the Bid Documents must be completed and submitted in order for the Bid to be valid

4.1.2.1 Failure to bid requested alternates, unit prices or fill in any blanks will be considered justification for rejection of the bid.

*END OF SECTION 002213*

**SECTION 00 7300  
SUPPLEMENTARY CONDITIONS**

*GENERAL PROVISIONS*

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

*1.7, ADD THE FOLLOWING PARAGRAPH:*

1.7.1, The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Section 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through electronic means involving computers.

1.7.2, The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.

*CONTRACTOR*

3.1.1.1, The Contractor should be in the business and regularly engaged in the type of construction as outlined in the Contract Documents and as specified herein for a minimum period of five (5) years and be properly licensed in the jurisdiction where the Project is constructed.

3.2.2.1, The Contractor shall completely review the Contract Documents for errors, omissions or inconsistencies no later than 15 days prior to the commencement of Work or 3 days prior to the Pre-Construction meeting and submit written requests for clarification.

3.4.2.1 , After receipt of notice of contract award, the Owner, Construction Manager, and the Architect will consider a formal request for the substitution of products in place of those specified.

3.4.2.2 , By making requests for substitutions based on Subparagraph 3.4.2 above, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- .5 Will be responsible for additional costs of the Architect required to redesign, or issue modified documents.

3.6.1, The Owner is Indiana Sales Tax exempt. The Owner's exemption number shall be provided to the Contractor for use for the work, subject to the Owner's limitations.

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the performance of the Work until substantial

completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work. The Contractor shall not reassign

or Remove the superintendent to other projects prior to Substantial Completion. The superintendent shall represent the Contractor, and communications given to the

superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

The Contractor shall remove the superintendent if requested to do so in writing by the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner.

Shop Drawings, Product Data, Samples and other similar submittals which, by their markings and notations placed on them by the Contractor, do not graphically demonstrate his/her understanding of the elements or materials inclusion into the Work shall be returned without action or further comment.

3.13.1, The Contractor shall abide by the rules of the Owner regarding the use of the premises and will confine activities to the areas designated.

3.14.3, Cutting and patching shall be done by the construction trades whose work is being cut or patched, irrespective of the Contractor responsible for or requiring the cutting and patching work.

#### *SUBCONTRACTORS*

Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, no later than 24 hours after the receipt of notice of contract award, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work.

5.2.5, Financial irresponsibility as determined by Owner and past record of failure to perform work on schedule shall be a valid reason for a reasonable objection to any such person or entity.

#### *PAYMENTS AND COMPLETION,*

9.2.1, The Contractor's submitted schedule of values shall include base bid items, accepted alternates and all overhead and profit. These items shall be listed separately. Contract contingency amounts and/or allowances shall be listed on their own separate lines.

The Application for Payment shall be submitted in electronically unless otherwise indicated in the Contract Documents. The form of Application for Payment shall be a notarized original AIA Document G702, Application and Certificate for Payment, supported by AIA Document G703, Continuation Sheet.

9.8.3.1, Except with the consent of the Owner, the Architect will perform no more than two (2) final observation(s) to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional observations.

#### SUPPLEMENTARY CONDITIONS

00 7300 - 15

Upon such acceptance and consent of surety, if any, the Owner shall make payment sufficient to increase the total payments to 100 percent of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

9.10.1.1, Except with the consent of the Owner, the Architect will perform no more than one attempt(s) to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional observations.

#### *PROTECTION OF PERSONS AND PROPERTY*

10.2.4.1, When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

10.3.4.1, The Contractor warrants to the Owner and Architect that no materials containing asbestos or polychlorinated biphenyl (PCB) will be permitted in the Project or under the contract. Each contractor shall furnish to the Owner and Architect a sworn affidavit stating that materials used under this contract did not contain asbestos or polychlorinated biphenyl (PCB) upon completion of the project.

#### *DRAWINGS AND SPECIFICATIONS*

##### 16.1, Specifications:

16.1.1 , Specifications are organized into Divisions and Sections to facilitate presentation of the information in a systematic manner, based on Industry standards (CSI Master format). Such separation shall not operate to make the Architect an arbiter to establish limits of subcontracts between Contractor and Subcontractor, nor shall these separations in any way indicate that the Architect has established that responsibility for any portion of the work is assigned to a particular trade or subcontractor.

16.1.2 Trade, brand or manufacturer's names when specified or noted are used to establish a standard of quality, durability, appearance and efficiency. Substitutions may be made only for

reasons that original materials cannot be supplied due to conditions beyond control of the Contractor, or because delivery cannot be made in time to be incorporated into progress of work.

16.1.3 Such substitutions shall be made only after bona fide quotations and delivery schedule for both original item and substitute material is ordered. Contractor shall supply for Architect's consideration samples, product data, and exact amount of credit or extra costs involved in proposed substitution if accepted.

16.1.4 Specifications are in abbreviated form and may include incomplete sentences. Omissions of words or phrases such as "The Contractor shall", "in conformity therewith", "shall be", "as noted on the drawings", and "an" are intentional. Supply omitted words or phrases by inference.

## 16.2 Drawings

16.2.1 , Drawings are organized by design discipline. The Contractor and Sub-Contractors are required to review the entire set of Documents to ascertain the full extent of the work required to complete the Project. The presentation of information and organization of the Drawings shall not serve to make the Architect an arbiter to establish limits of subcontracts between Contractor and Subcontractor, nor shall these separations in any way indicate that the Architect has established that responsibility for any portion of the work is assigned to a particular trade or subcontractor.

## 16.3 Manufacturers' Directions

16.3.1 , All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accord with their manufacturer's

printed directions unless specified otherwise. Where reference is made to manufacturer's directions, Contractor shall submit specified number of copies of such directions to Architect. Operating and Maintenance instructions for all equipment and materials shall be bound together in complete sets and three copies delivered to Architect prior to final payment.

*END OF SECTION 00 7300*





REV 0 11/05/2023

## BID PACKAGES

				BP 04 - ELECTRICAL	COMMUNICATIONS & ACCESS	
DIVISION 00 PROCUREMENT						
SECTION 00 00 01 - COVER SHEET	X	X	X	X		
SECTION 00 00 02 - CERTIFICATION	X	X	X	X		
SECTION 00 01 10 - TABLE OF CONTENTS	X	X	X	X		
DIVISION 01 GENERAL REQUIREMENTS						
All Division 01 - GENERAL REQUIREMENTS CONTENT	X		X	X		
DIVISION 02 EXISTING CONDITIONS						
SECTION 02 41 13 - SELECTIVE SITE DEMOLITION	X					
SECTION 02 41 19 - SELECTIVE DEMOLITION	X					
DIVISION 03 CONCRETE						
SECTION 03 10 00 - CONCRETE FORMWODK	X					
SECTION 03 20 00 - CONCRETE REINFORCEMENT	X					
SECTION 03 30 00 - CAST-IN-PLACE CONCRETE	X					
SECTION 03 60 00 - EPOXY GROUT	X					
SECTION 03 60 01 - GROUTING	X					
SECTION 03 62 00 - NON-SHRINK GROUTING	X					
DIVISION 04 MASONRY						
SECTION 04 22 00 - UNIT MASONRY	X					
DIVISION 05 METALS						
SECTION 05 12 00 - STRUCTURAL STEEL FRAMING	X					
SECTION 05 50 00 - METAL FABRICATIONS	X					
SECTION 05 73 13 - GLAZED DECORATIVE METAL RAILINGS	X					
SECTION 05 75 00 - DECORATIVE FORMED METAL	X					
DIVISION 06 WOOD, PLASTICS, AND COMPOSITES						
SECTION 06 10 00 - ROUGH CARPENTRY	X					
SECTION 06 16 00 - SHEATHING	X					
SECTION 06 41 16 - PLASTIC LAMINATE-CLAD ARCHITECTURAL CABINETS	X					
SECTION 06 44 00 - ORNAMENTAL WOODWORK	X					
SECTION 06 64 00 - PLASTIC PANELING	X					
DIVISION 07 THERMAL AND MOISTURE PROTECTION						
SECTION 07 84 13 - PENTRATION FIRE-STOPPING	X					
SECTION 07 84 43 - JOINT FIRE-STOPPING	X					
SECTION 07 92 00 - JOINT SEALANTS (EXCLUDE PLUMBING FIXTURES)	X					
SECTION 07 92 00 - JOINT SEALANTS (PLUMBING FIXTURES)			X			
SECTION 07 92 19 - ACCOUSTICAL JOINT SEALANTS	X					
DIVISION 08 OPENINGS						
SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES	X					

SECTION 08 14 16 - FLUSH WOOD DOORS	X						
SECTION 08 41 13 - ALUMINUM-FRAMED INTERIOR STOREFRONTS	X						
SECTION 08 56 69 - WINDOW ALUMINUM TRANSACTION	X						
SECTION 08 71 00 - DOOR HARDWARE	X						
SECTION 08 80 00 - GLAZING	X						
SECTION 08 83 00 - MIRRORS	X						
<b>DIVISION 09 FINISHES</b>							
SECTION 09 22 16.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES	X						
SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING	X						
SECTION 09 29 00 - GYPSUM BOARD	X						
SECTION 09 30 13 - CERAMIC TILING	X						
SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS	X						
SECTION 09 65 13 - REILIENT BASE AND ACCESSORIES	X						
SECTION 09 65 16 - RESILIENT SHEET FLOORING	X						
SECTION 09 65 19 - RESILIENT TILE FLOORING	X						
SECTION 09 68 13 - TILE CARPETING	X						
SECTION 09 72 00 - WALL COVERINGS	X						
SECTION 09 81 16 - ACOUSTICAL BLANKET INSULATION	X						
SECTION 09 84 36 - SOUND-ABSORBING CEILING UNITS	X						
SECTION 09 91 13 - EXTERIOR PAINTING	X						
SECTION 09 91 23 - INTERIOR PAINTING	X						
<b>DIVISION 10 SPECIALTIES</b>							
SECTION 10 26 00 - WALL AND DOOR PROTECTION	X						
SECTION 10 28 00 - TOILET, BATH, AND CUSTODIAL ACCESSORIES	X						
SECTION 10 44 13- FIRE PROTECTION CABINETS	X						
SECTION 10 44 16 - FIRE EXTINGUISHERS	X						
SECTION 10 56 26 - HIGH-DENSITY STORAGE	X						
<b>DIVISION 12 FURNISHINGS</b>							

Pag

SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES				X			
SECTION 23 21 23 - HYDRONIC PUMPS				X			
SECTION 23 25 00 - HVAC WATER TREATMENT				X			
SECTION 23 31 13 - METAL DUCTS				X			
SECTION 23 31 16 - NONMETAL DUCTS				X			
SECTION 23 33 00 - AIR DUCT ACCESSORIES				X			
SECTION 23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES				X			
SECTION 23 37 23 - HVAC GRAVITY VENTILATORS				X			
SECTION 23 72 23.13 - PACKAGED INDOOR HEAT WHEEL ENERGY RECOVERY UNITS				X			
SECTION 23 72 23.19 - PACKAGED INDOOR FIXED PLATE ENERGY RECOVERY UNITS				X			
SECTION 23 81 46.13 - WATER-TO-AIR HEAT PUMPS				X			
SECTION 23 84 13.29 - SELF-CONTAINED STEAM HUMIDIFIERS				X			
<b>DIVISION 26 - ELECTRICAL</b>							
SECTION 26 05 00 - BASIC ELECTRICAL REQUIREMENTS					X		
SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES					X		
SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES					X		
SECTION 25 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS					X		
SECTION 26 05 29 - HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS					X		
SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS					X		
SECTION 26 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS					X		
SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS					X		
SECTION 26 09 13 - ELECTRICAL POWER MONITORING					X		
SECTION 26 09 23 - LIGHTING CONTROL DEVICES					X		
SECTION 26 24 13 - SWITCHBOARDS					X		
SECTION 26 24 16 - PANELBOARDS					X		
SECTION 26 27 26 - WIRING DEVICES					X		
SECTION 26 28 13 - FUSES					X		
SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS					X		
SECTION 26 29 13.03 - MANUAL AND MAGNETIC MOTOR CONTROLLERS					X		
SECTION 26 29 23 - VARIABLE-FREQUENCY MOTOR CONTROLLERS					X		

				BP 04 - ELECTRICAL, COMMUNICATIONS & ACCESS		
SECTION 26 32 13.13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS				X		
SECTION 26 51 19 - LED INTERIOR LIGHTING				X		
SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING				X		
<b>DIVISION 27 - COMMUNICATIONS</b>						
SECTION 27 05 00 - COMMON WORK RESULTS				X		
SECTION 27 05 26 - GROUNDING AND BONDING FOR COMMUNICATIONS				X		
SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS				X		
SECTION 27 05 53 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS				X		
SECTION 27 11 00 - COMMUNICATION EQUIPMENT ROOM FITTINGS				X		
SECTION 27 13 23 - COMMUNICATION OPTICAL FIBER BACKBONE CABLING				X		
SECTION 27 15 13 - COMMUNICATION COPPER HORIZONTAL CABLING				X		
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>						
SECTION 28 05 26 - GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY				X		
SECTION 28 05 28 - PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY				X		
SECTION 28 05 44 - SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS				X		
SECTION 28 31 11 - FIRE ALARM SYSTEM				X		
<b>DIVISION 31 - EARTHWORK</b>						
SECTION 31 1000 - SITE CLEARING	X					
SECTION 31 20 00 - EARTHMOVING	X					
SECTION 31 23 00 - EXCAVATION AND FILL	X					
<b>DIVISION 32 - EXTERIOR IMPROVEMENTS</b>						
SECTION 32 12 16 - ASPHALT PAVING	X					
SECTION 32 13 13 - CONCRETE PAVING	X					
SECTION 32 92 00 - TURF AND GRASSES	X					
SECTION 32 31 11 - PLANTS	X					

## November 6, 2023 CITY OF BLOOMINGTON – Showers West Project

### Bid Package 01 –General Trades



#### Section 03D - Bid Package 01 - Scope of Work

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##### A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Showers West– Bid Document 00 (Bid Package Specification Requirements).

##### Bid Package 01 – General Trades

<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 02 EXISTING CONDITIONS</b>
SECTION 02 41 13 – SELECTIVE SITE DEMOLITION
SECTION 02 41 19 – SELECTIVE DEMOLITION
<b>DIVISION 03 CONCRETE</b>
SECTION 03 10 00 – CONCRETE FORMWORK
SECTION 03 20 00 – CONCRETRE REINFORCEMENT
SECTION 03 30 00 - CAST-IN-PLACE CONCRETE
SECTION 03 60 00 – EPOXY GROUT
SECTION 03 60 01 - GROUTING
SECTION 03 62 00 – NON-SHRINK GROUTING
<b>DIVISION 04 MASONRY</b>
SECTION 04 22 00 - UNIT MASONRY
<b>DIVISION 05 METALS</b>
SECTION 05 12 00 - STRUCTURAL STEEL
SECTION 05 50 00 - METAL FABRICATIONS

SECTION 05 73 13 – GLAZED DECORATIVE METAL RAILINGS
SECTION 05 75 00 - DECORATIVE FORMED METAL
<b>DIVISION 06 WOOD, PLASTICS, AND COMPOSITES</b>
SECTION 06 10 00 -ROUGH CARPENTRY
SECTION 06 16 00 - SHEATHING
SECTION 06 41 16 - PLASTIC LAMINATE-CLAD ARCHITECTURAL CABINETS
SECTION 06 44 00 - ORNAMENTAL WOODWORK
SECTION 06 64 00 - PLASTIC PANELING
<b>DIVISION 07 THERMAL AND MOISTURE PROTECTION</b>
SECTION 07 84 13 – PENETRATION FIRE-STOPPING
SECTION 07 84 43 - JOINT FIRE-STOPPING
SECTION 07 92 00 - JOINT SEALANTS (EXCLUDE PLUMBING FIXTURES)
SECTION 07 92 19 - ACCOUSTICAL JOINT SEALANTS
<b>DIVISION 08 OPENINGS</b>
SECTION 08 11 13 - HOLLOW METAL DOORS AND FRAMES
SECTION 08 14 16 - FLUSH WOOD DOORS
SECTION 08 41 13 - ALUMINUM-FRAMED INTERIOR STOREFRONTS
SECTION 09 56 69 – WINDOW ALUMINUM TRANSACTION
SECTION 08 71 00 - DOOR HARDWARE
SECTION 08 80 00 - GLAZING
SECTION 08 83 00 - MIRRORS
<b>DIVISION 09 FINISHES</b>
SECTION 09 22 16.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES
SECTION 09 22 16 - NON-STRUCTURAL METAL FRAMING
SECTION 09 29 00 - GYPSUM BOARD
SECTION 09 30 13 - CERAMIC TILING
SECTION 09 51 13 - ACOUSTICAL PANEL CEILINGS
SECTION 09 65 13 - REILIENT BASE AND ACCESSORIES
SECTION 09 65 16 - RESILIENT SHEET FLOORING

SECTION 09 65 19 - RESILIENT TILE FLOORING
SECTION 09 68 13 - TILE CARPETING
SECTION 09 72 00 - WALL COVERINGS
SECTION 09 81 16 - ACOUSTICAL BLANKET INSULATION
SECTION 09 84 36 - SOUND-ABSORBING CEILING UNITS
SECTION 09 91 13 - EXTERIOR PAINTING
SECTION 09 91 23 - INTERIOR PAINTING
<b>DIVISION 10 SPECIALTIES</b>
SECTION 10 26 00 - WALL AND DOOR PROTECTION
SECTION 10 28 00 - TOILET, BATH, AND CUSTODIAL ACCESSORIES
SECTION 10 44 13- FIRE PROTECTION CABINETS
SECTION 10 44 16 - FIRE EXTINGUISHERS
SECTION 10 56 26 - HIGH-DENSITY STORAGE
<b>DIVISION 12 FURNISHINGS</b>
SECTION 12 24 13 - ROLLER WINDOW SHADES
SECTION 12 36 16 - METAL COUNTERTOPS
SECTION 12 32 16 - PLASTIC-LAMINATE-CLAD COUNTERTOPS
SECTION 12 36 61.16 - SOLID SURFACING COUNTERTOPS
<b>DIVISION 31 EARTHWORK</b>
SECTION 31 10 00 – SITE CLEARING
SECTION 31 20 00 – EARTHMOVING
SECTION 31 23 00 – EXCAVATION AND FILL
<b>DIVISION 32 – EXTERIOR IMPROVEMENTS</b>
SECTION 32 12 16 – ASPHALT PAVING
SECTION 32 13 13 – CONCRETE PAVING
SECTION 32 92 00 – TURF AND GRASSES
SECTION 32 93 00 – PLANTS



Thursday, September 7, 2023

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- B. Provide and install **Bid Package 01 – General Trades** - for the City of Bloomington – Showers West Project, as defined by the project documents. This shall specifically include, but not be limited to:
1. Contractor shall provide building permit.
  2. Contractor shall be responsible for final cleaning.
  3. Contractor to provide a dedicated space onsite within the Showers West Project for the WBBG project superintendent minimum area to allow for coordination meetings of 20 people. Area shall have working outlets, lights, and a secure keyed door.
  4. Contractor responsible for moving a minimum of two office desks and folding tables and chairs into the temporary conference room/office (furniture provided by CM) if deemed necessary by the site superintendent.
  5. Contractor to provide OSHA approved first aids kits, air horns, safety signage and display board for Federal, State, and WBBG paperwork.
  6. Contractor to provide complete turn-key General Trades package.
  7. Contractor is responsible for security within the construction area such as temporary doors, windows, locks and signs.
  8. Contractor to provide and install a project sign with jobsite information, Architect and CM information and logos.
  9. Contractor is responsible for all temporary facilities including restrooms, sanitation stations, containerized drinking water and waste cans.
  10. Contractor to provide dumpsters for all trades for the duration of the project.
  11. Contractor is responsible for regular project cleaning and dust control (Floor sweep as needed, no less than once a week.
  12. Contractor is responsible for final cleaning upon reaching substantial completion.
  13. Contractor shall provide all cast-in-place concrete within the building lines inclusive of grade beams, footings, pile caps, mats, pits, piers, mud sills, foundation walls, slabs-on-grade, slabs-on-metal deck, elevated slabs, beams, columns, shear walls, curbs, pads, loading dock associated concrete, concrete metal pan stairs, etc.
  14. Contractor to provide all engineering and layout as required for the execution of this work.
  15. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
  16. Contractor shall provide any soil treatment/termite protection if required.
  17. Contractor to provide all excavation for footings, pile caps, sills, foundations, and other work included in this bid package. Mass excavation of the site shall be provided by Bid Package 01 – Site Clearing, Earthwork & Site Utilities.
  18. Contractor shall provide dewatering as necessary to complete its work.
  19. Contractor shall provide all backfill of its own work inclusive of foundation walls to final subgrade elevations.
  20. Contractor shall provide all granular fill, vapor barrier, and other under slab requirements as required.

21. Contractor shall provide all concrete formwork and accessories. Final cleaning of all formwork immediately prior to placement of concrete shall be accomplished.
22. Contractor shall provide all reinforcing steel, wire mesh, lenton couplers, cad-welds, drilling, epoxy, and accessories as required.
23. Contractor shall provide for the installation of all concrete inserts, embedded anchors, angles, plates, accessories, etc. as indicated or required for other bid packages (i.e. anchor bolts, dovetail slot, coil bolts, etc.). Miscellaneous steel and anchor bolts shall be provided by the appropriate Bid Package 03 – Structural Steel.
24. Contractor shall provide all concrete finishing inclusive of floating, troweling, pointing, patching, rubbing, grinding, chipping, staining, patterning, polishing, hardeners, and any other special concrete finishes as required.
25. Contractor shall provide all waterproofing and damp proofing at concrete walls, pits, and/or slabs-on-grade.
26. Contractor shall provide all foundation and under slab drainage systems, with porous granular fill, piping and geotextile fabric, vapor barriers, drainage mat, etc
27. Contractor shall provide all rigid insulation on the fill side of foundation walls, grade beams and under slabs-on-grade as required.
28. Contractor shall provide all caulking, sealants, and firestopping as required for this bid package scope of work.
29. Contractor shall provide all concrete grout for column base plates, elevator sills, equipment pits, expansion joints, etc.
30. Contractor shall provide all shoring and bracing as required.
31. Contractor, upon placement of slabs for the steel structure, shall provide wooden toe boards at perimeter and all openings as required. Verify existing perimeter and floor opening barricades are secure. If barricades are not secure, then replace, re-secure, or provide new. If new barricades are necessary, provide intermediate posts at a minimum of 10' o.c. Provide turnbuckles for removable areas for staging materials as directed by Weddle. Include safety flagging at a minimum of 6' o.c. Install toe boards immediately upon the creation of the opening or edge condition. Maintain toe boards throughout the duration of this bid package and/or as directed by Weddle.
32. Contractor shall provide all expansion joints and covers embedded within this work.
33. Contractor shall provide all concrete saw cutting as required.
34. Contractors shall work with the BP-08 and BP-09 to provide all necessary temporary power, water, and lighting as required for construction of this work.
35. Contractor shall provide all ramps and ladders as required for general use.
36. Contractor shall provide any provision necessary for cold weather work as required. Provisions to be inclusive of hot water, temporary heat, enclosures, blankets, etc.
37. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work. This contractor shall be responsible for maintaining as-builts throughout the project. Documents shall be kept in a central location and readily available for the Contractor to review.
38. Contractor shall provide any provision necessary for warm weather work as required.
39. Contractors shall provide protection of adjacent surfaces from concrete spillage. Should adjacent surfaces be affected, remove all splatters and spillage while restoring surfaces to original condition or replace.
40. Contractor shall provide clean up and off-site disposal of all excess concrete, formwork, reinforcing steel, and unused excavated materials resulting from this work.
41. Contractor to provide secure temporary fence around construction laydown area. Fence to have vision screen and lockable gate. Minimum 6'-0" tall.
42. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

**Section 03D - Bid Package 02 - Scope of Work**

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C. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Showers West– Bid Document 00 (Bid Package Specification Requirements).

Bid Package 02 – Fire Protection

<b>DIVISION 00 PROCUREMENT</b>
SECTION 00 00 01 - COVER SHEET
SECTION 00 00 02 - CERTIFICATION
SECTION 00 01 10 - TABLE OF CONTENTS
<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 21 - FIRE SUPPRESSION</b>
SECTION 21 05 17 - SLEVES AND SLEEVE SEALS FOR FIRE SUPPRESSION PIPING
SECTION 21 05 18 - ESCUTEONS FOR FIRE-SUPPRESSION PIPING
SECTION 21 05 23 - GENERAL-DUTY VALVES FOR WATER BASED FIRE-SUPPRESSION PIPING
SECTION 21 05 29 - HANGERS AND SUPPORTS FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT
SECTION 21 05 48.13 - VIBRATION CONTRACTION FOR FIRE-SUPPRESSION PIPING AND EQUIP.
SECTION 21 05 53 - IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT
SECTION 21 07 00 - FIRE-SUPPRESSION SYSTEMS INSULATION
SECTION 21 11 00 - FACILITY FIRE-SUPPRESSION WATER-SERVICE PIPING
SECTION 21 11 16 - FACILITY FIRE HYDRANT
SECTION 21 11 19 - FIRE DEPARTMENT CONNECTIONS
SECTION 21 12 00 - FIRE-SUPPRESSION STANDPIPES

SECTION 21 12 13 - FIRES-SUPPRESSION HOSES AND NOZZLES
SECTION 21 13 13 - WET-PIPE SPRINKLER SYSTEMS
SECTION 21 22 00 - CLEAN -AGENT FIRE-EXTINGUISHER SYSTEMS

*CITY OF BLOOMINGTON – Showers West Project Bid Package 03 –  
Plumbing & HVAC*

**DATE November 6, 2023**



Section 03D - Bid Package Scope of Work

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A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with the City of Bloomington Showes West – Bid Document 00 (Bid Package Specification Requirements).

Bid Package 03– Plumbing & HVAC

<b>DIVISION 00 PROCUREMENT</b>
SECTION 00 00 01 - COVER SHEET
SECTION 00 00 02 - CERTIFICATION
SECTION 00 01 10 - TABLE OF CONTENTS
<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 22 - PLUMBING</b>
SECTION 22 05 00 - COMMON WORK RESULTS FOR PLUMBING
SECTION 22 05 13 - COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT
SECTION 22 05 19 - METERS AND GAGES FOR PLUMBING PIPING
SECTION 22 05 23 - GENERAL DUTY VALVES FOR PLUMBING PIPING
SECTION 22 05 29 - HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT
SECTION 22 05 53 - IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT
SECTION 22 07 00 - PLUMBING INSULATION
SECTION 22 08 00 - PLUMBING COMMISSIONING
SECTION 22 11 16 - DOMESTIC WATER PIPING
SECTION 22 11 19 - DOMESTIC WATER PIPING SPECIALTIES
SECTION 22 13 16 - SANITARY WASTE AND VENT PIPING
SECTION 22 13 19 - SANITARY WASTE PIPING SPECIALTIES
SECTION 22 14 13 – STORM DRAINAGE PIPING

SECTION 22 14 23 – STORM DRAINAGE PIPING SPECIALTIES
SECTION 22 40 00 - PLUMBING FIXTURES
SECTION 22 45 00 - EMERGENCY PLUMBING FIXTURES
SECTION 22 47 00 - DRINKING FOUNTAINS AND WATER COOLERS
<b>DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</b>
SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC
SECTION 23 05 13 - COMMON MOTOR REQUIREMENTS FOR HVAC
SECTION 23 05 19 - METERS AND GAUGES FOR HVAC PIPING
SECTION 23 05 23.11 - GLOBE VALVES FOR HVAC PIPING
SECTION 23 05 23.13 - BALL VALVES FOR HVAC PIPING
SECTION 23 05 23.14 - CHECK VALVES FOR HVAC PIPING
SECTION 23 05 23.15 - GATE VALVES FOR HVAC PIPING
SECTION 23 05 29 - HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
SECTION 23 05 48.13 - VIBRATION CONTROL FOR HVAC
SECTION 05 53 – IDENTIFICATION FOR HVAC
SECTION 23 05 93 - TESTING, ADJUSTING, AND BLANCING FOR HVAC
SECTION 23 07 00 - HVAC INSULATION
SECTION 23 08 00 - COMMISSIONING OF HVAC SYSTEMS
SECTION 23 09 23 - DIRECT DIGITAL CONTROL (DDC) SYSTEM
SECTION 23 21 13 - HYDRONIC PIPING
SECTION 23 21 16 - HYDRONIC PIPING SPECIALTIES
SECTION 23 21 23 - HYDRONIC PUMPS
SECTION 23 22 13 - STEAM AND CONDENSATE PIPING SPECIALTIES
SECTION 23 25 00 - HVAC WATER TREATMENT
SECTION 23 31 13 - METAL DUCTS
SECTION 23 31 16 - NONMETAL DUCTS
SECTION 23 33 00 - AIR DUCT ACCESSORIES
SECTION 23 37 13 - DIFFUSERS, REGISTERS, AND GRILLES
SECTION 23 37 23 - HVAC GRAVITY VENTILATORS
SECTION 23 72 23.13 - PACKAGED INDOOR HEAT WHEEL ENERGY RECOVERY UNITS

SECTION 23 72 23.19 - PACKAGED INDOOR FIXED PLATE ENERGY RECOVERY UNITS
SECTION 23 81 46.13 - WATER-TO-AIR HEAT PUMPS
SECTION 23 84 13.29 - SELF-CONTAINED STEAM HUMIDIFIERS

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B. Provide and install **Bid Package 03 – Plumbing & HVAC** for the City of Bloomington Showers West Project as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide complete turnkey, Fire suppression, Plumbing & HVAC package.
2. Contractor responsible for providing a temporary source of water.
3. Required firestopping related to this scope of work at all penetrations through fire rated assemblies.
4. All labor and materials to complete the entirety of Divisions 21, 22 and 23 per the drawings and specifications.
5. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
6. Obtain any necessary permits for scope of work other than the overall building permit.
7. Contractor responsible for all testing and balancing for plumbing and HVAC systems.
8. Compaction required as the result of any trenching, backfilling or placement of fill or subbases are the responsibility of the subcontractor.
9. The contractor shall provide clean-up and off-site disposal of all excess materials resulting from this scope of work.
10. The contractor shall provide protection of adjacent surfaces that may be impacted from scope of work, remove all splatters and spillage while restoring surfaces to original condition or replace.
11. Contractors shall provide all concrete saw cutting or core drilling as required for this scope of work.
12. The contractor responsible for all underground inspections required for this scope of work.
13. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage in excess of the value of the work.
14. Contractor responsible for providing cooling and humidity control to enclosed facility as required.
15. Contractor to participate in weekly jobsite cleaning while conducting work on site.
16. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.



Section 03D - Bid Package Scope of Work

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A. Bid Package Scope Inclusions – Applicable as Noted

This section to be used in conjunction with City of Bloomington Showers West– Bid Document 00 (Bid Package Specification Requirements).

Bid Package 04 – Electrical & Communications

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<b>DIVISION 00 PROCUREMENT</b>
SECTION 00 00 01 - COVER SHEET
SECTION 00 00 02 - CERTIFICATION
SECTION 00 01 10 - TABLE OF CONTENTS
<b>DIVISION 01 GENERAL REQUIREMENTS</b>
All Division 01 - GENERAL REQUIREMENTS CONTENT
<b>DIVISION 26 - ELECTRICAL</b>
SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL
SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
SECTION 26 05 33 - RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
SECTION 26 05 44 – SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING
SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEM
SECTION 26 09 23 – LIGHTING CONTROL DEVICES
SECTION 26 24 13 - SWITCHBOARDS

SECTION 26 24 16 - PANELBOARDS
SECTION 26 27 26 – WIRING DEVICES
SECTION 26 28 13 - FUSES
SECTION 26 28 16 - ENCLOSED SWITCHES AND CIRCUIT BREAKERS
SECTION 26 32 13.13 - DIESEL-ENGINE-DRIVEN GENERATOR SETS
SECTION 26 36 00 – AUTOMACTIC TRANSFER SWITCHES
SECTION 26 51 19 - LED INTERIOR LIGHTING
SECTION 26 52 13 - EMERGENCY AND EXIT LIGHTING
<b>DIVISION 27 - COMMUNICATIONS</b>
SECTION 27 05 00 - COMMON WORK RESULTS
SECTION 27 05 26 - GROUNDING AND BONDING FOR COMMUNICATIONS
SECTION 27 05 28 - PATHWAYS FOR COMMUNICATIONS SYSTEMS
SECTION 27 05 53 - IDENTIFICATION FOR COMMUNICATIONS SYSTEMS
SECTION 27 11 00 - COMMUNICATION EQUIPMENT ROOM FITTINGS
SECTION 27 13 23 - COMMUNICATION OPTICAL FIBER BACKBONE CABLING
SECTION 27 15 13 - COMMUNICATION COPPER HORIZONTAL CABLING
<b>DIVISION 28 - ELECTRONIC SAFETY AND SECURITY</b>
SECTION 28 05 26 – GROUNDING AND BONDING FOR ELECTRONIC SAFETY AND SECURITY
SECTION 28 05 28 – PATHWAYS FOR ELECTRONIC SAFETY AND SECURITY
SECTION 28 05 44 – SLEEVES AND SLEEVE SEALS FOR ELECTRONIC SAFETY AND SECURITY PATHWAYS AND CABLING
SECTION 28 31 11 – DIGITAL, ADDRESSABLE FIRE ALARM SYSTEM

Provide and install **Bid Package 4 – Electrical, Communications** for the City of Bloomington

– Showers West Project as defined by the project documents. This shall specifically include, but not be limited to:

1. Contractor to provide complete turn-key Electrical, Communications & Access Control package.
2. Contractor shall provide its own crane, crane operator, and hoisting equipment as required to complete this scope of work. Lifting and hoisting shall be performed in strict accordance with all regulatory and Weddle guidelines. Contractor shall provide equipment operator certifications and documentation as required.
3. All labor and materials to complete the entirety of Divisions 26, 27 and 28 per the drawings and specifications.
4. Contractor shall provide and maintain all temporary electrical services including temporary lighting and power sources.
5. Light pole bases, cast-in-place or pre-cast shall be included in the cost of electrical work. Pre-cast required above grade.
6. All layout points, grades and elevations required for work in this bid package are the responsibility of the subcontractor.
7. Compaction required as the result of any trenching, backfilling or placement of fill or subbases are the responsibility of the subcontractor.
8. Motor starters that are not provided for under Division 23.
9. Light wires.
10. Obtain any necessary permits for scope of work other than the overall building permit.
11. Connections to mechanical equipment.
12. Fire stopping at all electrical wall penetrations thru fire rated partitions.
13. The contractor shall provide clean-up and off-site disposal of all excess materials resulting from this scope of work.
14. This contractor shall turn over all closeout documents, including but not limited to as-builts, etc. before final completion. If this Contractor fails to provide closeout documents before final completion, the owner reserves the right to hold retainage more than the value of the work.
15. Contractor to participate in weekly jobsite cleaning while conducting work on site.
16. Contractor will meet the participate and meet the BIM requirements up LOD 400 level.

*SECTION 01 0400 – Summary Work      END OF SECTION*  
*SECTION 01 1500 - PROCUREMENT SUBSTITUTION PROCEDURES*

1.1      DEFINITIONS

- A.      Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
  
- B.      Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 25 00 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.2      QUALITY ASSURANCE

- A.      Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

### 1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing by prime contract Bidder only in compliance with the following requirements:

1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
2. Submittal Format: Submit one copy of each written Procurement Substitution Request, using CSI Substitution Request Form 1.5C. Submit to Architect via email as a combined PDF document with bookmarks for items listed below.
  - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
  - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
    - 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
    - 2) Copies of current, independent third-party test data of salient product or system characteristics.
    - 3) Samples where applicable or when requested by Architect.
    - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from [ICC-ES].
    - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
  - c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
  - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.

B. Architect's Action:

1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

# SUBSTITUTION REQUEST

*(During the Bidding/Negotiating Stage)*

---

Substitution Request Number: \_\_\_\_\_

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

From: \_\_\_\_\_

To: \_\_\_\_\_

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

A/E Project Number: \_\_\_\_\_

Re: \_\_\_\_\_

Contract For: \_\_\_\_\_

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Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_

Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

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Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

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The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

---

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

**A/E's REVIEW AND ACTION**

- ☐
- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- 
- ☐
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- 
- ☐
- Substitution rejected - Use specified materials.
- 
- ☐
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Supporting Data Attached:

☐

Drawings

☐

Product Data

☐

Samples

☐

Tests

☐

Reports

☐



## **\*SECTION 01 1830 – FIELD ENGINEERING**

### **PART 1 – GENERAL**

#### **1.1 SUMMARY**

- A. General: This section specifies administrative and procedural requirement for field engineering services, including:
  - 1. Land survey work
  - 2. Civil engineering services
  - 3. Structural engineering services.

#### **1.2 SUBMITTALS**

- A. Certificates: Submit a certificate signed by the Land surveyor or professional engineer certifying that the location and elevation of improvements comply with the Contract Documents.
- B. Final Property Survey: Submit 5 copies of the final property survey.
- C. Project Record Documents: Submit a record of work performed and record survey data.

#### **1.3 QUALITY ASSURANCE**

- A. Surveyor: Engage a Registered Land Surveyor registered in the State where the project is located, to perform land surveying services required.
- B. Engineer: Engage a Professional Engineer of the discipline required, registered in the State in which the Project is located, to perform required engineering services.

### **PART 2 – PRODUCTS (Not Applicable)**

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. The Owner will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmark before preceding to layout the work. Locate and protect existing benchmark and control points. Preserve permanent reference points during construction.

1. Do not change or relocate benchmark or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
  2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.
- C. Establish and maintain in minimum of four permanent benchmark on the site, referenced to data established by survey control points. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing Utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.
1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.
  2. Prior to excavation or filling in areas that have existing underground utilities or where utilities included in this project have been installed, verify actual location and invert elevations before beginning. Notify Architect of discrepancies between plans and existing conditions. Contractor shall coordinate excavation with utility work to ensure that grade is to finish elevations before utilities are installed.

### 3.2 PERFORMANCE

- A. Working from lines and levels established by the property survey, establish benchmark and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale drawings to determine dimensions.
1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
  2. As construction proceeds, check every major element for lie, level and plumb.

- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
  - 1. Record deviations from required lines and levels, and advise the Construction Manager when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.

2. On completion of foundation walls, major site improvements, and other work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevation by instrumentation and similar appropriate means.
  - D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundation, column grids and location, floor levels and control lines and levels required for mechanical and electrical work.
  - E. Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction. Existing utilities include those utilities that have been installed during this project.
  - F. Final Property Survey: Before Substantial Completion, prepare a final property survey showing significant features (real property) for the project. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.
    1. Recording: At Substantial Completion, have the final property survey recorded by or with local governing authorities as the official "Property Survey".

**END OF SECTION 01 1830**

*SECTION 01 2000*  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions and Document 00 7300 - Supplementary Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- B. Section 00 7300 - Supplementary Conditions: Percentage allowances for Contractor's overhead and profit.
- C. Section 01 2100 - Allowances: Payment procedures relating to allowances.
- D. Section 01 7800 - Closeout Submittals: Project record documents.

**1.03 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization, bonds and insurance, and accepted alternates, contingency and or other allowances shall be listed on their own separate lines.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Submittals Schedule and Application for Payment forms with Continuation Sheets.
- H. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- I. Revise schedule to list approved Change Orders, with each Application For Payment.
- J. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- K. Revise schedule to list approved Change Orders, with each Application For Payment.
- L. Provide breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
- M. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- N. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

- O. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- P. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - 1. Temporary facilities and other major cost items that are not direct cost of actual work-in place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's Option.
- Q. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### **1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Present required information in typewritten form.
- F. Form: AIA G702 Application and Certificate for Payment and AIA G703 - Continuation Sheet including continuation sheets when required.
  - 1. Execute Application on ORIGINAL AIA Documents. Completed (filled out) Documents may be copied for submission. Use of illegal photocopies of AIA Documents will be cause for rejection of Application, and possible delay in payment.
- G. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- H. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- I. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the Schedule of Values and Contractors Construction Schedule. Use updated schedules if revisions were made.
  - 2. Include amounts of Unit Prices, Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. Submit partial waivers on each item for amount requested, before deduction for retainage, on each item.
  - 2. When an application shows completion of an item, submit final or full waivers.
  - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 4. Waiver Delays: Submit each Application for Payment with Contractor's Waiver of mechanic's lien for construction period covered by the application.

Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.



- K. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors
  - 2. Schedule of Values
  - 3. Contractor's Construction Schedule (preliminary if not final)
  - 4. Submittals Schedule (preliminary if not final)
  - 5. List of Contractor's staff assignments
  - 6. Copies of building permits
  - 7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the work
  - 8. Certificates of insurance and insurance policies
  - 9. Performance and payment bonds
  - 10. Data needed to acquire Owner's insurance
- L. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- M. Execute certification by signature of authorized officer.
- N. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- O. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- P. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- Q. Execute certification by signature of authorized officer.
- R. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- S. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- T. Submit one electronic and three hard-copies of each Application for Payment.
- U. Include the following with the application:
  - 1. Transmittal letter as specified for submittals in Section 01 3000.
  - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
  - 3. Partial release of liens from major subcontractors and vendors.
  - 4. Affidavits attesting to off-site stored products.
- V. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- W.

#### **1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, Architect will issue instructions directly to Contractor.

- B. Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract by issuing supplemental instructions on AIA Form G710.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
  - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 14 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on work by separate or other contractors. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- G. Substantiation of Costs: Provide full information required for evaluation.
  - 1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  - 2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

**1.06 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION:**

- A. After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work as claimed as substantially complete.

**Price and Payment Procedures                      01 2000 - 6**

- 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

**1.07 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  - 1. All closeout procedures specified in Section 01 7000.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.

*PART 2 PRODUCTS - NOT USED PART 3*

*EXECUTION - NOT USED*

**END OF SECTION 01 2000**

END OF SECTION Price and Payment Procedures

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Price and Payment Procedures

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*SECTION 01 21 00 - ALLOWANCES*

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This section includes administrative and procedural requirements governing allowances.
- B. Procedures for submitting and handling Allowance Authorizations and Change Orders are specified in Division 1 Section 01035 " Modification Procedures ".

#### 1.2 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders and Allowance Authorizations.
- B. Submit invoices or delivery slips to show the actual quantities of material delivered to the site for use in fulfillment of each allowance as applicable.
- C. Submit product data and shop drawings as applicable for items to be incorporated by allowance.

#### 1.3 CONTINGENCY ALLOWANCES

- 1. Contractor's overhead and profit for Work ordered by Owner under the allowance shall be included in the Base Bid.
  - A. For Contingency Allowances, to facilitate checking of quotations, all proposals shall be accompanied by a complete itemization of costs, including labor, materials and subcontractors performing portions of the Work. Labor and materials shall be itemized. Overhead and profit shall be itemized based on the following schedule:
  - B. For Contractor, for Work performed by its own force or by subcontractors, zero percent (0%) of the cost. Overhead and profit already reside in the overall Project Cost.
  - C. For each subcontractor or sub-subcontractor involved, for Work performed by its own force, ten percent (10%) of the cost.
  - D. For each subcontractor, for Work performed by its sub-subcontractors, five percent (5%) of the amount due the sub-subcontractor.
- 2. One hundred percent (100%) of any unused contingency allowance amount will be returned to the owner using a deduct change prior to the final application for payment.
- 3. Any usage of the contingency allowance will be recorded and managed by the construction manager and approved by the Owner's designee. A running total will be updated and provided for each occurrence in which the contingency allowance is used.
- 4. All usage of the contingency allowance must be authorized by an agent of the City of Bloomington. Failure to receive required authorization will not be paid.

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly upon delivery for damage or defects.

### 3.2 PREPARATION

- A. Coordinate materials and their installation with related materials and installations to ensure that allowance items are completely integrated and interfaced with related work.

### 3.3 SCHEDULE

- A. Allowance #1: Include a Contingency Allowance of"

Bid Package 01 – \$50,000 (Fifty Thousand Dollars)

Bid Package 02 – \$10,000 (Ten Thousand Dollars)

Bid Package 03 - \$25,000 (Twenty-Five Thousand Dollars)

Bid Package 04 – \$25,000 (Twenty-Five Thousand Dollars)

**END OF SECTION**



*SECTION 01 2300  
ALTERNATES*

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

**1.02 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option.  
Accepted Alternates will be identified in the Owner-Contractor Agreement.

**1.03 SCHEDULE OF ALTERNATES**

Alternate 1 (BP-04): Provide a deduct alternate value to exclude the three (3) 500kw generator units from BP-04 scope of work. All other components associated with they system shall be included in the base bid. Base bid to provide a fully equipped emergency backup generation system is detailed in the contract documents allowing generators to be set and connected to the facility.

Alternate 2 - Added cost to complete All work associated with the City Council office addition in rooms (C117 and C118)

Alternate 3 – Added cost to complete full scope of work associated with the Additional IT room expansion and cut through at office space C116.

Alternate 4 – Deduct eliminate the scope of work associated with second-floor restrooms in the police captain's rooms (P225 and P227.

**PART 3 EXECUTION - NOT USED**

**END OF SECTION 01 2300**

Alternates

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Alternates

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*SECTION 01 2500  
SUBSTITUTION PROCEDURES*

**PART 1 GENERAL**

### **1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

### **1.02 RELATED REQUIREMENTS**

- A. Section 01 2300 - Alternates, for product alternatives affecting this section.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- C. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.
- D. Section 01 1500 - Procurement Substitution Procedures

### **1.03 DEFINITIONS**

- A. Substitutions: See General Conditions for definition.

## **PART 2 PRODUCTS - NOT USED PART 3**

### **EXECUTION**

### **3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
      - 2) Owner's, Architect's, and Contractor's names.
    - b. Substitution Request Information:
      - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
      - 2) Indication of whether the substitution is for cause or convenience.
      - 3) Issue date.
      - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
      - 5) Description of Substitution.
      - 6) Reason why the specified item cannot be provided.
      - 7) Differences between proposed substitution and specified item.
      - 8) Description of how proposed substitution affects other parts of work.
    - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
      - 1) Physical characteristics.
      - 2) In-service performance.

- 3) Warranties.
- 4) Other salient features and requirements.
- 5) Include, as appropriate or requested, the following types of documentation:
  - (a) Product Data:
  - (b) Samples.
  - (c) Certificates, test, reports or similar qualification data.
  - (d) Drawings, when required to show impact on adjacent construction elements.
- d. Impact of Substitution:
  - 1) Savings to Owner for accepting substitution.
  - 2) Change to Contract Time due to accepting substitution.
- D. Limit each request to a single proposed substitution item.
  - 1. Submit an electronic document, combining the request form with supporting data into single document.

### **302** *SUBSTITUTION PROCEDURES DURING PROCUREMENT*

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.

### **303** *SUBSTITUTION PROCEDURES DURING CONSTRUCTION*

- A. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
  - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
  - 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
  - 3. Bear the costs engendered by proposed substitution of:
    - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
    - b. Other unanticipated project considerations.
- B. Substitutions will not be considered under one or more of the following circumstances:
  - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  - 2. Without a separate written request.

### **304** *RESOLUTION*

### **305** *ACCEPTANCE*

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

### **306** *CLOSEOUT ACTIVITIES*

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

*END OF SECTION 01 2500*

*SECTION 01 3000*  
*ADMINISTRATIVE REQUIREMENTS*

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Requests for Interpretation (RFI) procedures.
- G. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 6000 - Product Requirements: General product requirements.

*PART 2 PRODUCTS - NOT USED PART 3*

*EXECUTION*

**3.01 PRECONSTRUCTION MEETING**

- A. Architect will schedule and administer meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Submission of initial Submittal schedule.
  - 6. Designation of personnel representing the parties to Contract and Architect.
  - 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 8. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

**3.02 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.
  - 6. Review minutes of previous meetings.
  - 7. Review of work progress.

8. Field observations, problems, and decisions.
  9. Identification of problems that impede, or will impede, planned progress.
  10. Review of submittals schedule and status of submittals.
  11. Review of RFIs log and status of responses.
  12. Review of off-site fabrication and delivery schedules.
  13. Maintenance of progress schedule.
  14. Corrective measures to regain projected schedules.
  15. Planned progress during succeeding work period.
  16. Maintenance of quality and work standards.
  17. Effect of proposed changes on progress schedule and coordination.
  18. Other business relating to work.
- D. Record minutes and distribute electronically via email within two days after meeting to Architect, Owner, participants, and those affected by decisions made.

### **303 CONSTRUCTION PROGRESS SCHEDULE**

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment and at each Progress Meeting.

### **304 PROGRESS PHOTOGRAPHS**

- A. Submit new photographs at least once a month, within 3 days after being taken.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
  1. Completion of site clearing.
  2. Excavations in progress.
  3. Foundations in progress and upon completion.
  4. Structural framing in progress and upon completion.
  5. Enclosure of building, upon completion.
  6. Final completion, minimum of ten (10) photos.
- E. Take photographs as evidence of existing project conditions as follows:
- F. Views:
  1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  2. Consult with Architect for instructions on views required.
  3. Provide factual presentation.
  4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- G. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  1. Delivery Medium: Via email.
  2. File Naming: Include project identification, date and time of view, and view identification.

### **REQUESTS FOR INTERPRETATION (RFI)**



- H. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- I. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- J. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare a separate RFI for each specific item.
    - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
    - b. Do not forward requests which solely require internal coordination between subcontractors.
  - 2. Prepare in a format and with content acceptable to Owner.
    - a. Use AIA G716 - Request for Information .
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- K. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
  - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
    - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- L. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
  - 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
  - 2. Owner's, Architect's, and Contractor's names.
  - 3. Discrete and consecutive RFI number, and descriptive subject/title.
  - 4. Issue date, and requested reply date.
  - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
  - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
  - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

- M. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- N. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
  - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
  - 2. Note dates of when each request is made, and when a response is received.
- O. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- P. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
  - 1. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  - 2. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **305 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

### **306 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Material Safety Data Sheets.
  - 8. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

### **307 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **308** *NUMBER OF COPIES OF SUBMITTALS*

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **310** *SUBMITTAL PROCEDURES*

- A. General Requirements:
  - 1. Use a separate transmittal for each item.
  - 2. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
- B. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  - 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with approved form.
- D. Contractor shall be responsible for submitting all documents in electronic (PDF) format and transmitted via email.
  - 1. Provide electronic stamping and signatures.
  - 2. Beside submittal for review, information and closeout, this procedure applies to requests for information (RFI's), progress documentation, field reports and meeting minutes.
  - 3. Files shall be limited to 5 MB.
  - 4. File naming convention
    - a. The extension should be .pdf for Acrobat files.
    - b. The file name should be in the form of Division Number and Document Title.
      - 1) Example: 08 1113 Hollow Metal Doors and Frames
  - 5. No security features shall be enabled.
  - 6. Submittals containing information for more than one specification section shall have all sections identified on the transmittal according to the above numbering and name format.
- E. Apply Contractor's stamp, **signed or initialed** certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Deliver submittals to the Construction Manager the following email address.
  - 1. Chris Ciolli
  - 2. Email Cciolli@weddlebro.com 3.  
Phone: 812-322-9870
    - a. Construction Manager to send all Architect/Engineer required documents to the Architect at the following email address
      - 1) bhall@martin-riley.com
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
  - 1. The review period will not be shortened for failure of the Contractor to anticipate construction schedule conflicts.
  - 2. Extend the review period an additional 7 days when requiring review by Architect's consultants or Owner
- H. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents Submittals that are not required by the Contract Documents may be returned by the Architect without action.

- I. The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
- J. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has:
  - 1. Reviewed and approved them.
  - 2. Determined and verified materials, field measurements and field construction criteria related thereto, or will do so.
  - 3. Checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- K. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.
- L. The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and:
  - 1. The Architect has given written approval to the specific deviation as a minor change in the Work.
  - 2. A Change Order or Construction Change Directive has been issued authorizing the deviation.The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.
- M. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

*END OF SECTION 01 3000*

*SECTION 01 4000 QUALITY  
REQUIREMENTS*

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Control of installation.
- G. Mock-ups.
- H. Tolerances.
- I. Manufacturers' field services.
- J. Defect Assessment.

### **1.02** *CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES*

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
  - 1. Temporary sheeting, shoring, or supports.
  - 2. Temporary scaffolding.
  - 3. Temporary bracing.
  - 4. Temporary foundation underpinning.

### **1.03** *SUBMITTALS*

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of test/inspection.
    - h. Date of test/inspection.
    - i. Results of test/inspection.
    - j. Compliance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

### **1.04** *QUALITY ASSURANCE*

- A. Testing Agency Qualifications:
  - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

#### **1.05 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

#### **1.06 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
  1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.

### **PART 2 PRODUCTS - NOT USED PART 3**

#### **EXECUTION**

##### **301 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.

#### **Quality Requirements**

#### **01 4000 - 20**

- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

##### **302 MOCK-UPS**

- A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
  - 1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
  - 2. Make corrections as necessary until Architect's approval is issued.
- D. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- E. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

### **303 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **304 TESTING AND INSPECTION**

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.

## **Quality Requirements**

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- 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
- 3. Provide incidental labor and facilities:
  - a. To provide access to Work to be tested/inspected.
  - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
  - c. To facilitate tests/inspections.
  - d. To provide storage and curing of test samples.

4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

### **305** *MANUFACTURERS' FIELD SERVICES*

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

### **306** *DEFECT ASSESSMENT*

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

*END OF SECTION 01 4000*

## *SECTION 01 4219 REFERENCE STANDARDS*

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Requirements relating to referenced standards.
- B. Reference standards full title and edition date.

#### **1.02 QUALITY ASSURANCE**

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with the reference standard of date of issue specified in this section, except where a specific date is established by applicable code.
- C. Obtain copies of standards when required by Contract Documents.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Date of Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.



- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by Contract Documents by mention or inference otherwise in any reference document.

### **1.03 DEFINITIONS**

- A. Definitions: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.
- C. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer" is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "installer," means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
    - a. Using terms such as "carpentry" does not imply that certain work must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter."
  - 2. Should the "Installer fail to meet the "experienced" requirements identified herein, the installer may request a waiver. Request for a waiver will be considered if received by the Architect at least two days prior to receipt of bids. The installer requesting a waiver must submit a letter which clearly states how the experience requirements cannot be met and shall be accompanied by a completed copy of the latest edition of AIA document A305: "Contractor's Qualification Statement". The Architect may request additional information necessary for evaluation. The Architect reserves the right to reject or accept any or all request to waive the "experienced" requirements.
- J. "Project Site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- L. Specification Format: These Specifications are organized into Divisions and Sections based on CSI's 48 Division Master Format numbering system.
  - 1. Abbreviated Language: Language used in Specifications is abbreviated. Implied words and meanings shall be interpreted as appropriate. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Streamlined Language: The Specifications generally use the imperative mood and streamlined language. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
  - a. The words "shall be" are implied where a colon (:) is used within a sentence or phrase.
- M. Copies of Standards: Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- N. Abbreviations and Names: Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research Co.'s "Encyclopedia of Associations," available in most libraries.
- O. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

*END OF SECTION 01 4219*

*SECTION 01 6000*

*PRODUCT REQUIREMENTS*

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 1000 - SUMMARY: Lists of products to be removed from existing building.
- B. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

### **1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

### **PART 2 PRODUCTS**

#### **201 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- D. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is encouraged.
  - 1. See Section 01 1000 for list of items required to be salvaged for reuse and relocation.
  - 2. If reuse of other existing materials or equipment is desired, submit substitution request.

#### **202 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.

### **Product Requirements**

### **01 6000 - 25**

- 2. Made of wood from newly cut old growth timber.
  - 3. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
  - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
  - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.
  - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
  - 4. Have longer documented life span under normal use.
  - 5. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.

### **203** *PRODUCT OPTIONS*

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products specified as "Basis of Design": The product has been selected as an example and standard of the performance, appearance, or function desired, or for one or more other reasons. The product named is used as the basis of comparison of other products which may be proposed or submitted for review. In some cases, other details or construction assemblies are based on the characteristics of the product named. Products named in addition to the Basis of Design product must still comply with other technical criteria and requirements listed.

### **204** *MAINTENANCE MATERIALS*

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

## **PART 3** *EXECUTION*

### **301** *SUBSTITUTION LIMITATIONS*

- A. See Section 01 2500 - Substitution Procedures.

### **302** *OWNER-SUPPLIED PRODUCTS*

- A. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
  - 1. Review Owner reviewed shop drawings, product data, and samples.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Handle, store, install and finish products.
  - 4. Repair or replace items damaged after receipt.

### **303** *TRANSPORTATION AND HANDLING*

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **304** *STORAGE AND PROTECTION*

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
  - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

*END OF SECTION 01 6000*

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END OF SECTION



## SECTION 01 7000

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

##### 1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - SUMMARY: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- E. Section 07 8400 - Firestopping.

##### 1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
    - a. Do not cut and patch structural elements in a manner that could change their load supporting capacity or load deflection ratio.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
    - a. Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 4. Visual qualities of sight exposed elements.
    - a. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction

that has been cut and patched in a visually unsatisfactory manner.

5. Work of Owner or separate Contractor.
6. Include in request:
  - a. Identification of Project.
  - b. Location and description of affected work.
  - c. Necessity for cutting or alteration.
  - d. Description of proposed work and products to be used.
  - e. Effect on work of Owner or separate Contractor.
  - f. Written permission of affected separate Contractor.
  - g. Date and time work will be executed.
- D. Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
- E. Project Record Documents: Accurately record actual locations of capped and active utilities.

#### **1.04 QUALIFICATIONS**

- A. For surveying work, employ a land surveyor registered in Indiana and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in Indiana. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.
- C. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in Indiana.

#### **1.05 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.
- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- F. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  1. Comply with Indiana Handbook for Erosion Control in Developing Areas, and applicable local and State ordinances and codes.
  2. Develop and submit to authorities having jurisdiction written erosion control plan, if applicable.
- G. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
  1. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
- H. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- I. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

## **1.06** COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2** PRODUCTS

### **201** PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

## **PART 3** EXECUTION

### **301** EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis fabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **302** PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

## **PREINSTALLATION MEETINGS**

- D. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- E. Require attendance of parties directly affecting, or affected by, work of the specific section.
- F. Notify Architect seven days in advance of meeting date.
- G. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- H. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **303 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- I. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
  - 2. Grid or axis for structures.
  - 3. Building foundation, column locations, ground floor elevations.
- J. Periodically verify layouts by same means.
- K. Maintain a complete and accurate log of control and survey work as it progresses.

### **304 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **305 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on the best information available. Do not rely on drawings for locations of existing site improvements.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 1. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.

- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
  - 3. Relocate items indicated on drawings.
  - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap/stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
  - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
  - 3. Where a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
  - 4. Trim existing wood doors as necessary to clear new floor finish. Refinish trim as required.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

### **306** *CUTTING AND PATCHING*

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- D. Execute cutting and patching including excavation and fill to complete the work, to uncover work in order to install improperly sequenced work, to remove and replace defective or non-conforming work, to remove samples of installed work for testing when requested, to provide openings in the work for penetration of mechanical and electrical work, to execute patching to complement adjacent work, and to fit products together to integrate with other work.
- E. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- F. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- H. Restore work with new products in accordance with requirements of Contract Documents.
- I. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- J. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- K. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.
- L. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- M. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new work abuts or aligns with existing, perform a smooth and even transition.

- N. Patch or replace surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. Repair substrate prior to patching finish. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

### **307** *PROGRESS CLEANING*

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **308** *PROTECTION OF INSTALLED WORK*

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **310** *SYSTEM STARTUP*

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **311** *DEMONSTRATION AND INSTRUCTION*

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within twelve months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

### **312** *ADJUSTING*

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

### **313** *FINAL CLEANING*

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **314** *CLOSEOUT PROCEDURES*

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Substantial Completion.
  - 1. Preliminary Procedures: Before requesting final verification for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
    - a. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
    - b. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
    - c. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 2. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
    - a. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
    - b. Results of completed inspection will form the basis of requirements for Final Completion.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.



1. Preliminary Procedures: Before requesting final verification of compliance for determining date of Final Completion, complete the following:
  - a. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  - b. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - c. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - d. Submit a statement, accounting for changes to the Contract Sum.
  - e. Submit consent of surety to final payment.
  - f. Submit waivers of liens from subcontractors and material suppliers.
  - g. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys and similar final record information.
  - h. Submit sworn affidavit stating that no material containing asbestos or polychlorinated biphenyl (PCB) were used or installed under this project.
  - i. Complete final cleanup requirements, including touchup painting.
- G. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### **315 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Furnish service and maintenance of components indicated in specification sections during the warranty period.
- D. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- E. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- F. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

*END OF SECTION 01 7000*

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## **01 7050 - TEMPORARY CONSTRUCTION FACILITIES – MULTIPLE CONTRACTS**

### **GENERAL**

#### **1.1 SUMMARY**

- A. This section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

- B. Temporary utilities required include but are not limited to:
  - 1. Water service and distribution.
  - 2. Temporary electric power and light
  - 3. Voice & Data service.
  - 4. Storm and sanitary sewer.
  
- C. Temporary construction and support facilities required include but are not limited to:
  - 1. Temporary heat.
  - 2. Field offices and storage sheds.
  - 3. Sanitary facilities, including drinking water.
  - 4. Dewatering facilities and drains.
  - 5. Temporary enclosures.
  - 6. Temporary project identification signs and bulletin boards.
  - 7. Waste disposal services.
  - 8. Rodent and pest control.
  - 9. Construction aids and miscellaneous services and facilities.
  
- D. Security and protection facilities include:
  - 1. Temporary fire protection
  - 2. Barricades, warning signs, lights.
  - 3. Sidewalk bridge or enclosure fence for the site.
  - 4. Environmental protection.
  - 5. Tree and plant protection.
  - 6. Erosion control.

## 1.2 DIVISION OF RESPONSIBILITIES

- A. General: Each contractor assigned specific responsibilities of certain temporary services and facilities used by other contractors, and other entities at the site. The 01 General Trades Contractor is responsible for providing temporary services and facilities that are not normal construction activities of other contractors and are not specifically assigned otherwise by the Construction Manager.
- B. Each Contractor is responsible for:
  - 1. Installation, operation, maintenance, and removal of each temporary service of

facility usually considered as its own normal construction activity.

2. Plug-in electric power cords and extension cords, and supplementary plug-in task lighting and special lighting necessary exclusively for its own activities.
3. Its own field office, complete with necessary furniture, utilities and telephone service.
4. Its own storage and fabrication sheds.
5. Temporary heat, ventilation, humidity control and enclosure of the building when these utilities are necessary for its construction activity, but where these utilities have not yet been installed by the responsible prime Contractor.
6. Special or unusual hoisting requirements, including hoisting loads in excess of 2-ton, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure.
7. Collection and disposal of its own hazardous, dangerous, unsanitary or other harmful waste material.
8. Secure lockup of its own tools, materials, and equipment.
9. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.
10. All dewatering necessary to complete the individual contractor's scope of work.
11. Mud removal from the streets caused by its operations
12. General Project Clean Up
  - A. Each contractor is responsible for the daily clean up required as a result of its own operation. clean up is to be to the dumpster furnished by the Bid Package 01 Contractor.
  - B. Bid Package 01 Contractor is to be responsible for the sweeping and disposing of misc. debris, mud, dirt, and dust from the building. This is to be a constant and thorough operation as necessary to maintain the construction site in a clean and orderly state suitable to the Construction Manager.
  - C. In the event the cleanup is not being maintained, the Construction Manager after giving written notice, will proceed with having the cleanup performed and the applicable cost will be deducted from the contract sum of the contractor responsible.

#### C Bid Package Specific Responsibilities

##### **BP-01**

- Temporary Toilets & disposable supplies
- Temporary wash facilities and disposable supplies
- Rodent and Pest Control

- Waste removal – roll off dumpsters and interior waste containers (general waste collection and disposal)
- Temporary fire protection – extinguishers & air horns
- Site security, temporary doors, windows, barriers.
- Temporary signs and project signs as designed by project Architect.

- Containerized bottled-water type drinking water units.
- Temporary guardrails, barriers, toe-boards, and hole protection
- Concrete washout
- All utility usage costs related to building construction except for telephones.

#### **BP-02**

- Must ensure city hall side (east) of building maintains fire protection throughout construction.

#### **BP-03**

- Temporary sewers and related sewer drainage within the building
- Temporary heating equipment, upon enclosure of the building.
- Temporary ventilation, upon enclosure of the building.
- Humidity control for finishing work.

#### **BP-04**

- Temporary electric power service and distribution.
- Temporary lighting.
- Connections for illuminated signs, if any.
- Temporary Voice & Data installation & termination

### 1.3 SUBMITTALS

- A. Temporary Utilities: Each contractor shall submit reports of tests, inspection, meter readings and similar procedures performed on temporary utilities.
- B. Implementation and Termination Schedule: Each contractor shall submit a schedule indicating implementation and termination of each temporary utility for which it is responsible within 15 days of the date established for submittal of the contractor's construction schedule.

### 1.4 QUALITY ASSURANCE

- A. Regulations: Each contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction, including:
  - 1. Building Code requirements.
  - 2. Health and safety regulations.
  - 3. Utility company regulations.
  - 4. Police, Fire department and Rescue squad rules.
  - 5. Environmental protection regulations.
  - 6. Rule 5, Stream Pollution Control Board.
- B. Standard: Each contractor shall comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical design library "Temporary Electrical Facilities."
  - 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services" prepared jointly by AGC and ASC for industry recommendations
  - 2. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
  - 3. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).



- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

## 1.5 PROJECT CONDITIONS

- A. Temporary Utilities: Each contractor shall prepare a schedule indicating dates for the implementation and termination of each temporary utility for which it is responsible at the earliest feasible time, when acceptable to the Owner, change over from use of the temporary service to use of the permanent service.
  - 1. Temporary use of permanent facilities: The installer of each permanent service of facility shall assume responsibility for its operation, maintenance and protection during its use a construction service or facility prior to the Owner's acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary condition, or public nuisances to develop or persist on the site.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Each contractor shall provide new material; if acceptable to the Architect, undamaged previously used material in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with requirements in Division -6 Section "Rough Carpentry".
  - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL labeled, fire treated lumber and plywood for framing, sheathing, and siding.
  - 2. For signs and directory boards, provide exterior type, grade B-B high density concrete form overlay plywood conforming to PS-1, of sizes and thickness indicated.
  - 3. For fences and vision barriers, provide exterior type, minimum 1/2" thick plywood.
  - 4. For safety barriers, sidewalk bridges and similar uses, provide minimum 5/8" thick exterior plywood.

C. Paint: Comply with requirements of Division-9 section "Finish Painting".

1. For job-built temporary offices, shops, sheds, fences and other exposed lumber and plywood, provide exterior grade acrylic- latex emulsion over exterior primer.
2. For sign panels and applied graphics, provide exterior grade acrylic-latex emulsion over exterior primer.
3. For interior walls of temporary offices, provide two coats interior latex flat wall paint.

- D. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame spread rating of 15 or less. For temporary enclosures, provide translucent, nylon reinforced, laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- E. Water: Provide portable water approved by local health authorities.

## 2.2 EQUIPMENT

- A. General: Each prime contractor shall provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for the use intended.
- B. Water Hoses: Provide 3/4" heavy duty, abrasion-resistant, flexible rubber hoses 100ft long, with pressure rating greater than the maximum pressure of the water distributions system; provide adjustable shut off nozzles at hose discharge
- C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 125 volt AC plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: provide grounded extension cords, no less than 50 feet long; use "hard service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.
- G. Temporary Offices: Each prime contractor shall provide its own prefabricated or mobile units of similar job-built construction with lockable entrances, operable windows and

serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading. General Trades Contractor to provide trailer for Construction Manager.

- H. Temporary Toilet Units: Provide self-contained single -occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

First Aid Supplies: Comply with governing regulations.

- I. Fire Extinguishers: Provide hand -carried, portable UL rated, Class "A" fire extinguishers or temporary offices and similar spaces. In other locations provide hand-carried, portable, Class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended types for the exposures.
  - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they serve the project adequately and result in minimum interference with performance of construction activities. Relocate and modify facilities as required.
- B. Each Contractor shall provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
  - 1. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 2. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.

3. Use charges for temporary facilities are the responsibility of the Owner

Water Service:

4. Provide water service and distributions piping of sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping prior to use.
5. Where facilities are available on the exterior of owner's existing building, these may be used when of adequate capacity and as coordinated.

#### Temporary Electric Power Service:

6. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics to all areas of construction, and temporary lighting and power for use by all contractors during the construction period. Include meters, transformers, overcurrent protected disconnects switches, automatic ground-fault circuit interrupter devices, and main distribution equipment.
  - a. Tie-in may be made to Owner's existing permanent service provided that such tie-in does not interfere with the owner's use of the existing building. Provide a 400 amp circuit breaker compatible with owner's existing equipment. Existing service switchboard is located in lower level mechanical room. Verify field conditions prior to bidding.
7. Provide 400 amp 177/480 volt, three phase, 4 wire, grounded system for power distribution and lighting. Service amperage shall be adequate for the construction of the project. Provide all necessary transformation and distribution equipment if 277/480 volt system is supplying the temporary electrical service.
8. Provide temporary power for the staging area as required by the Contract Drawings. Include distribution and hook up to the trailers.

#### Temporary Power Distribution:

9. Provide two gang duplex grounded convenience outlets having 3-wire grounded type GFCI receptacles within 75' of outside walls and 150' spacing in any direction within the building. Install outlets in such a manner that a 100' extension cord can reach any part of the building, including enclosed areas such as offices.
10. Each contractor or installer shall provide its own extension cords and its own ground-fault circuit interrupter equipment or receptacle if required for special equipment.

#### Temporary Lighting:

11. Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.



12. Install and operate temporary lighting that will fulfill security and safety protection requirements, without operating the entire system. Provide circuit switching in temporary lighting arranged to conserve energy.
13. Provide 120 volt lamp-holder pigtail socket and guard with 150 watt A-21 lamp at a minimum of one per room or one per 300 sq. ft. of floor space. Generally, in large areas, light stringers shall be installed in row 20' apart with lights spaces 15' apart on stringer. No more than ten 150 watt A-21 lamps or eight 200 watt A-23

lamps shall be installed on any 20 amp circuit. Provide replacement lamps throughout construction of the project.

- a Limit lighting installations to intensities which will accommodate normal access and workmanship requirements, recognizing that each entity performing work requiring higher intensity lighting will provide supplementary plug-in temporary lighting at localized areas where such work is in progress.

14. Number 12 wire may be used for temporary lighting circuits.

- B. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Equip telephone with outside gong.

#### Sewers and Drainage:

1. If sewers are available, provide temporary connections to remove effluent that can discharge lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
2. Filter out excessive amounts of soil, construction debris, chemicals, oils and similar contaminants that might clog sewers or pollute waterways before discharge.
3. Connect temporary sewers to the municipal system as directed by the sewer department officials.
4. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.
5. Provide all requirements and pay all fees to comply with "Rule 5" (327 IAC 15-5), Storm water run-off associated with construction activity, adopted December 29, 1992 by the State Water Pollution Control Board and administered by the Indiana Department of Environmental Management.

### 3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.

1. Maintain temporary construction and support facilities until near Substantial completion. Remove prior to Substantial Completion. Personnel remaining after Substantial completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
  
- B. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30' of building lines. Comply with requirements of

NFPA 241.

**Temporary Heat, Before Enclosure:**

1. Refer to D. below for definition of "enclosure".
2. Each Contractor or installer shall provide temporary heat as required by their construction activities.
3. Provide portable heating equipment in accordance with Temporary heat, after enclosure.

**Temporary Heat, after Enclosure:**

4. Enclosure is defined as that point when construction is sufficiently complete that, with the use of temporary enclosures, heat and ventilation can be maintained for the installation of finish materials and equipment. This will be the point the building shell back-up exterior wall construction is in place, the roof membrane is installed, and openings have been temporarily enclosed with a minimum of visqueen.
5. Provide temporary heat, and ventilation, (and cooling, when permanent system is available) required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low or high temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
  - a. Except where use of the permanent system is authorized, provide vented, self- contained, LP gas or natural gas heaters with individual space thermostatic control.
  - b. Use of gasoline-burning space heaters, open flame, salamander type, or blow thru type heating units is prohibited.
6. Permanent heating, ventilation and cooling systems maybe used upon written request and approval by Owner, subject to the following requirements:
  - a. Systems shall be completely installed as designed including permanent wiring connections to permanent power sources. Arrange with installing for operation and maintenance systems including personnel to efficient use.
  - b. Filter material shall be in place over all return air openings, outside air openings and any openings where negative pressures are present in the

system. Change filters and filter material when “build-up” of filtered dust affects operations.

7. Maintain a working temperature of not less than 50 degrees F in all parts of the building during working hours, with a minimum of 35 degrees F at all other times unless otherwise required by individual sections of following paragraphs. This includes all areas where work has been installed which might be

subject to damage by freezing.

8. For a period of 7 days prior to interior finishing (painting, varnishing, resilient tile, ceilings, etc.) and until final acceptance for occupancy by Owner, maintain minimum temperatures of 68 degrees F during working hours and 60 degrees F at all other times.
  - a. Provide and maintain appropriate humidity conditions for installation of woodwork, cabinets, acoustic panels, etc.
  - b. When permanent system is not available for dehumidification purposes, provide air movement, air replacement and higher air temperatures as methods to attain relative humidity requirements.
9. Just prior to Substantial Completion, provide maintenance and repairs required to restore heating, ventilating and cooling systems to "like new" condition including:
  - a. Cleaning of pipe, ductwork and parts.
  - b. Oiling and greasing of equipment or parts that would normally require same in a periodic maintenance program.
  - c. Replacement of all filters in air systems. This shall be accomplished prior to balancing of systems.
  - d. Replacement of significantly worn parts and parts that have been subject to unusual operating conditions.
10. The provisions of this article shall not in anyway change or modify the requirements of the General Conditions.
  - a. Contractor shall pay all costs, if any, to extend manufacturer's warranty on all items of equipment used for temporary facilities.

#### **Storage and Fabrication Sheds:**

11. Provide storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

#### **Sanitary Facilities:**

12. These facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the project's needs.

- a. Provide self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- b. Provide toilet tissue paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used materials.

13. Wash Facilities: Provide for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
14. Existing Facilities: Use of Owner's facilities is prohibited.

#### **Dewatering Facilities and Drains:**

15. For temporary drainage and dewatering facilities and operations not directly associated with construction activities included under individual sections, comply with dewatering requirements of applicable Division-2 Sections. Where feasible, utilize the same facilities. Maintain the site, excavations, and construction free of water.
16. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
17. Install tarpaulins, etc. securely, with non-combustible wood framing and other material. Close opening of 25 square feet or less with plywood or similar material.
18. Close opening through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
19. Where Temporary wood or plywood enclosure exceeds 100 square feet in area, use UL-labeled fire-retardant treated material for framing and main sheathing.

#### **Project Identification and Temporary Signs:**

20. Provide project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Do not permit installation of unauthorized signs.



**END OF SECTION 01 7050**

*SECTION 01 7800  
CLOSEOUT SUBMITTALS*

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Closeout Release Documents.
- C. Operation and maintenance data.
- D. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
  - 1. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 2. Final Submission: Submit one full size set of revised final documents in final form within 10 days after final inspection.
    - a. Submit one electronic set in the form of pdf documents.
- B. Closeout Release Documents:
  - 1. Asbestos and or polychlorinated biphenyl (PCB) Affidavit. Each contractor shall furnish to the Owner and Architect a sworn affidavit stating that materials used under this contract did not contain asbestos or polychlorinated biphenyl (PCB).
- C. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- D. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

*PART 2 PRODUCTS - NOT USED PART 3*

*EXECUTION*

**301 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

**302 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

**303 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

**304 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. For Each Item of Equipment and Each System:
  - 1. Description of unit or system, and component parts.
  - 2. Identify function, normal operating characteristics, and limiting conditions.
  - 3. Include performance curves, with engineering data and tests.

- 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions.

Include summer, winter, and any special operating instructions.

- E. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- K. Include test and balancing reports.
- L. Additional Requirements: As specified in individual product specification sections.

### **305** *ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS*

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

### **306** *WARRANTIES AND BONDS*

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

*END OF SECTION 01 7800*

## **SECTION 01 8060 – BIM REQUIREMENTS**

### **BIM REQUIREMENTS**

Coordination and delivery in BIM is an expressed requirement of this subcontract and the process outlined below will be utilized by each Subcontractor.

#### **General Requirements**

Subcontractor shall provide sufficient qualified resources dedicated to BIM detailing for the duration of coordination and rough-in of its specified work scope. These personnel will participate in every mandatory BIM coordination meeting. If Subcontractor's BIM detailer is joining coordination meetings remotely, Weddle Brothers Building Group may at any time require Subcontractor's BIM detailer to attend the meetings in person on-site. Frequency and schedule of these mandatory on-site BIM coordination meetings will be determined by Weddle Brothers Building Group; at a minimum they will be held weekly or more frequently as Weddle Brothers Building Group deems appropriate. The Subcontractor understands that the coordination process will be completed in order to facilitate the overall Project schedule.

Weddle Brothers Building Group will develop the BIM Execution Plan for the Project defining the goals and responsibilities for the BIM model. The requirements in this document do not relieve the Subcontractor of other requirements for submittals, as-builts, close-out, etc. as noted elsewhere in the Contract Documents.

The Subcontractor shall be responsible for ensuring the accuracy and constructability of their building system model or other Subcontractor Instruments per the Construction Documents.

#### **Information Provided by Weddle Brothers Building Group**

- a. BIM architectural/structural base drawings/model prepared in compatible software as provided by the design team will be furnished to the Subcontractor for coordination of the Subcontractor's Work. It is Subcontractor's responsibility to verify the accuracy of any information provided in the BIM against the Contract Documents.
- b. A BIM Execution Plan will be provided by Weddle Brothers Building Group and will provide overall guidance to the coordination process.
- c. Coordination Kick-Off Documentation, BIM Coordination Schedule, signature block, and project origin alignment file will be made available via the Project's collaboration site.
- d. Coordination Zones for the Project will be established by Weddle Brothers Building Group based on the project schedule.

