

Addendum

PROJECT: Holmstedt Hall North Restrooms Renovation

ADDENDUM # 1

DATE: 2/1/2018

TO: ALL INTERESTED BIDDERS OF RECORD

BID NUMBER: B0025802

This Addendum # 1 forms part of the Contract Documents and modifies the original Bidding Documents. Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to acknowledge this addendum may subject Bidder to disqualification.

GENERAL INFO

1. A Pre-Bid Meeting was held on January 30, 2018 at 11:00am on-site. Included with this Addendum is a revised copy of the Pre-Bid Agenda. This Agenda becomes a part of the Bidding Documents.
2. A scanned copy of the Pre-Bid Sign-in Sheet is included for informational purposes only.

SPECIFICATION REVISIONS

1. Delete Section 000110 Holmstedt Hall North Restroom Renovation Table of Contents in its entirety and replace with Section 000110 Holmstedt Hall North Restroom Renovation Table of Contents Revised for Addendum # 1 issued with this Addendum.
2. Delete Section 001040 Diversity Participation List in its entirety and replace with Section 001040 Diversity Participation List of Prime and Subcontractors Revised for Addendum # 1 issued with this Addendum.
3. Delete Section 002020 ISU General Conditions in its entirety and replace with Section 002020 Supplementary General Conditions Revised for Addendum # 1 issued with this Addendum.
4. Delete Section 003000 ISU Special Requirements and Information in its entirety and replace with Section 003000 ISU Special Requirements and Information Revised for Addendum # 1 issued with this Addendum.
5. Delete Section 072130 Batt Insulation in its entirety and replace with Section 072116 Batt Insulation Revised for Addendum # 1 issued with this Addendum.
6. In the R.E. Dimond Table of Contents that precedes the MEP Specifications Section 221319 reads Waste Specialties. Revise to read Section 221319 Sanitary Waste Piping Specialties to match the title on the actual Section published in the Bid Documents.

DRAWING REVISIONS

1. A203 says Restroom 146 Elevations while the Cover Sheet Drawing Index says A203 All Gender Elevations. The drawing will not be re-issued but revise the drawing title to read "All Gender Elevations"
2. Delete Drawing D101 1st Floor Demolition Plan and replace with Drawing D101a 1st Floor Demolition Plan re-issued with this Addendum.

3. Delete Drawing A101 1st Floor Plan and replace with Drawing A101a 1st Floor Plan re-issued with this Addendum.

QUESTION AND ANSWERS

- Q Mirrors on bathroom elevations show 18"x30", floor plans indicate 24"x36"?
- A All mirrors shall be 18"x30"
- Q Elevations indicate batt insulation at new stud walls, floor plans do not call for batt insulation.
- A All new metal stud wall will have sound batt insulation installed
- Q Is 5/8" MR drywall required on the chase side of the new stud walls? Not stated one way or the other.
- A The new plumbing chase walls will only require to have drywall installed on the finished side of the room.
- Q Demolition plans do not call for ceilings or flooring to be demolished.
- A All existing lay-in and drywall bulkhead ceiling are to be removed complete in the rest rooms.
- Q Floor plans call for MR Gyp applied to block, elevations indicate furring is required...spacing/size of furring?
- A Furring is only required to make the face of the wall even with the existing terrazzo base profile. Contractor will need to measure and provide the required size of furring. The spacing will be 16" O.C. The contractor may also build-up the walls with an extra layer of drywall to make the wall level with the base.
- Q Floor plans only indicate (2) grab bars at each HC stall. Elevations indicate (3) grab bars per HC stall. Please clarify.
- A All handicap stalls will require three grab bars as per the ADA requirements.
- Q No sanitary napkin dispensers/disposals indicated.
- A Owner supplied
- Q No waste receptacles indicated.
- A Owner Supplied
- Q What is the height of the new metal stud walls?
- A All new metal stud walls are to be installed a minimum of 6" above the lay-in ceiling. Provide adequate bracing of new walls as needed.

OWNER COMMENT

1. All new entry door locations to the rest rooms will require the Terrazzo base to be saw cut. These locations will require a metal transition threshold to cover affected terrazzo flooring and the transition to the tile flooring.
2. A dumpster will be allow to be located on the Northside of the Science Building.
3. An electrical outlet will need to be removed as part the new door installation on the first floor rest room.
4. All new door frames will not require a transom.
5. The new metal wall between the two rest rooms that have a sink shall be changed to a 20 Gauge 5 5/8" metal stud wall to accommodate the required plumbing.
6. All new lay-in ceiling shall be 2' x 2' USG Cirrus.
7. Last day and time for questions in Friday February 2, 2018 at 4:00pm. Questions received after that date and time may not receive consideration.

End of Addendum # 1

attachments

ISU Form PBA-18A/E

Pre-Bid Conference Agenda / Information Revised for Addendum # 1

DATE: January 30, 2018
TIME: 11:00am
LOCATION: Holmstedt Hall 1st Floor North Lobby

Introduce Project..... Holmstedt Hall North Restrooms Renovation, Bid Number B0025802

Architect/Engineer: ISU Department of Facilities Management/R.E. Dimond and Associates

Main Contact: Scott Tillman Phone 812-237-8198 E-mail scott.tillman@indstate.edu
R.E. Dimond Contact: Dale Warner, Phone 317-634-4672 E-Mail dale.warner@redimond.com

Introduce Owner's Team...

Bryan Duncan, Dir Capital Planning & Improvements 812-237-8195 e-mail bryan.duncan@indstate.edu
Mark Pupilli, Mechanical/Electrical Rep: 812-237-8185 e-mail mark.pupilli@indstate.edu
Pat Teeters, Contract Administrator: 812-230-6141 (cell) e-mail patrick.teeters@indstate.edu

Bidding Documents:

The Bid Documents are available for download on-line at the ISU Plan Room website
<http://www.indstateplanroom.com/> (Download of Bid Documents is free).
Note: Bidders must register for a free account the first time they access the website.

The Bid Documents may be ordered on CD (at a cost of \$7.50 per CD) or on paper copy (at applicable printing costs) from:
Rapid Reproductions, Inc. 812-238-1681
129 South 11th Street
Terre Haute, IN 47807

Forms for Bidding:

Refer to Section 001010 Instructions to Bidders Part 3 for the forms required for Bidding and when they are due.

Submit Bids and other information to:

Office of the Purchasing Department
Facilities Management and Purchasing Building
951 Sycamore Street
Terre Haute, Indiana 47809

Bid Date: **February 6, 2018** Time: **2:00pm**

Type of Bid: Single Prime

Award Date: Within seven (7) days or less

Alternates:

None

Allowances:

Allowance # 1: A \$10,000.00 Allowance shall be included in the Base Bid for Unforeseen Conditions and General Construction Contingency. It is solely at the discretion of the Architect/Engineer/Owner what costs may be applied to this Allowance. Any unused money shall be returned at Project Closeout on the final Pay Application.

Supplier/Subcontractor list: Appendix A, submit with Bid

Unit Prices: Appendix B, No Unit Prices Requested

Construction Dates:

The Contractor shall begin Work within seven (7) days after Award preparing submittals and procuring materials. Actual Work shall begin on May 14, 2018 and all Work shall be substantially completed by August 18, 2018. Final closeout shall be within thirty (30) calendar days thereafter. A warranty walk-thru will be held eleven (11) months from the date of substantial completion.

Tax Exempt (non profit)

Indiana State University is a Tax Exempt Institution and Indiana Sales Tax for products permanently incorporated in work shall not be included as part of the Bid or on any Application for Payment

Hours of Construction:

Normal 7:00am-4:00pm Afterhours maybe arranged with the Owner

Permits and fees:

Include with Bid

Asbestos or other hazardous materials:

None Anticipated; if suspicious material is encountered, stop work immediately in the area and contact the Owner for clearance or removal.

General Project Information and Requirements:

Site protection: See Specifications Section 015010 Temporary Facilities for Renovation Projects

Material storage: On site in work areas

Parking: See Section 003000 1.07 for requirements

Communication: Job Superintendent shall have a cellular phone.

Fire Protection: See Section 003000 1.09 C for requirements

Salvage: The Owner has the right of first salvage. The Owner will supply a list of any items, not slated for reuse, which the Owner wishes to salvage. All items to be salvaged will be delivered to a location on the ISU campus as directed by the Owner.

Coordination With Owner: A minimum of 48 Hours prior notification of any closings, areas to be blocked off or utility shutdowns.

Smoking Policy: See Section 003000 1.06 for Rules

Diversity Participation:

Pursuant to I. C. § 5-16-1-7 Indiana State University has established as a goal that at least five percent (5%) of its awarded contracts be let to minority business enterprise, as defined in I.C. § 4-13-16.5-1. Indiana State University welcomes Bids from minority owned business enterprise (MBE) and women owned business enterprise (WBE). For full information refer to Section 001030 of the Project Manual.

Prime Bidders are encouraged to solicit Bids for subcontractor work from MBE and WBE firms for Indiana State University Project Bids and, whenever qualified and economically feasible, utilize these Bids for submission of the Prime Bid. Report MBE or WBE firms used on the Diversity Participation List Form, contained in Section 001040 of the Project Manual, and submit to the ISU Purchasing office by 12:00pm local time on the first working day following the Bid Opening. The Form may be hand delivered, faxed to 812-237-3599 or e-mailed to mike.bonnett@indstate.edu and louise.montgomery@indstate.edu

A list of registered MBE and WBE firms is available on the ISU Purchasing website at: <https://p11.secure.hostingprod.com/@isupurchasing.org/ssl/SubcontractorTracking/ContractorMaintMenuAdmin.php> and on the State of Indiana website at <http://www.in.gov/idoa/mwbe/2743.htm>

Additional Site Visits:

None Scheduled. Contact Scott Tillman (812-878-4251) or Pat Teeters (812-230-6141) to schedule additional visits if access is needed to locked areas. Otherwise the Bidders may visit the site at their own discretion.

Owner Comments:

1. The building will be occupied throughout the duration of the Project. Noisy work will have to occur on off hours (prior to 7:30am or after 5:00pm). The Bidders shall include any costs for off hour work in their Bid.
2. There are active fire alarm devices within the work space. The Contractor shall be required to protect the devices from dirt and dust infiltration. If it is necessary to remove any devices the Contractor shall maintain the continuity of the fire alarm wiring to keep downstream devices in operation.
3. The elevator may be used for material transport but the interior shall be protected from damage.
4. Section 000110 Holmstedt Hall North Restroom Renovation Table of Contents, Section 001040 Diversity Participation List, Section 002020 Supplementary General Conditions, Section 003000 ISU Special Requirements and Section 072130 Batt Insulation will be re-issued by Addendum to correct title and numbering errors. Also in the R.E. Dimond Table of Contents Section 221319 reads Waste Specialties needs to be revised to read Section 221319 Sanitary Waste Piping Specialties to match the title on the actual Section published in the Bid Documents.
5. Drawing D101 will be re-issued to make corrections to the scope of the 1st floor demolition.
6. *Drawing A101 will be re-issued to make corrections to the scope of the 1st floor construction.*
7. The last day and time for questions shall be 2/2/18 at 4:30pm. Questions received after that date and time may not receive consideration

Contractor questions:

See Addendum # 1

e.c. Electronic Project Folder

Sign-in Sheet

Meeting: Holmstedt Hall North Restroom Renovations Pre-Bid

Date: January 30, 2018

Time: 11:00am

Name	Pat Teeters		
Company	ISU Department of Facilities Management		
Phone	812-237-8187	Fax	812-237-7630
Cellular	812-230-6141	E-mail	patrick.teeters@indstate.edu

Name	Scott Tillman		
Company	ISU Department of Facilities Management		
Phone	812-237-8198	Fax	812-237-7630
Cellular	812-878-4251	E-mail	scott.tillman@indstate.edu

Name	Bill Hann Jr		
Company	Hannig Construction INC		
Phone	812-235-6218	Fax	812-235-1218
Cellular	812-208-2131	E-mail	bhann@hannigconstructors.com

Name	Derek Bridge		
Company	E+R		
Phone	812-232-6662	Fax	
Cellular		E-mail	dbridge@evan-ryan.com

Name	Sam Smith		
Company	E+R		
Phone	812-232-6662	Fax	
Cellular		E-mail	info@evan-ryan.com

Name	Michael Shaw		
Company	Earl C. Rodgers + Associates Inc		
Phone	812-533-2161	Fax	812-533-2163
Cellular	812-243-3468	E-mail	mpshaw@ecroddgers.com

Sign-in Sheet

Meeting: Holmstedt Hall North Restroom Renovations Pre-Bid

Date: January 30, 2018

Time: 11:00am

Name	Steve Maher		
Company	HANNIG		
Phone	812-285-6228	Fax	
Cellular	812-208-0922	E-mail	smaher@hannigconstruction.com

Name	TONY MAJOR		
Company	MSI CONST.		
Phone	765-832-2472	Fax	765-828-9723
Cellular	812-249-8711	E-mail	TMAJOR@MSI-CONSTRUCTION.COM

Name			
Company			
Phone		Fax	
Cellular		E-mail	

Name			
Company			
Phone		Fax	
Cellular		E-mail	

Name			
Company			
Phone		Fax	
Cellular		E-mail	

Name			
Company			
Phone		Fax	
Cellular		E-mail	

HOLMSTEDT HALL NORTH RESTROOM RENOVATION
TABLE OF CONTENTS Revised for Addendum # 1

DIVISION 00 BIDDING REQUIREMENTS

- 001000 Notice to Bidders
- 001010 Instructions to Bidders
- 001020 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- 001030 Diversity Compliance Instructions
- 001040 Diversity Participation List of Prime and Subcontractors
- 001045 Bidders Certification of Authorized Employment
- 001050 Sample ISU/Contractor Contract for Construction
- 002000 Bid Form
- 002010 Sample AIA A201 2007
- 002011 Amendments to General Conditions (AIA A201 2007)
- 002020 Supplementary General Conditions
- 003000 ISU Special Requirements and Information

DIVISION 01 GENERAL REQUIREMENTS

- 011000 Summary of Work
- 012360 Allowances
- 012500 Contract Considerations
- 013100 Coordination and Meetings
- 013200 Submittals and Substitutions
- 014000 Quality Control;
- 014200 Definitions and Standards
- 015010 Temporary Facilities for Renovation Projects
- 016000 Materials and Equipment
- 017310 Cutting and Patching
- 017700 Contract Closeout

DIVISION 02 EXISTING CONDITION

- 024114 Selective Demolition

DIVISION 05 METALS

- 054100 Metal Studs for Interior Walls

DIVISION 06 WOOD, PLASTIC AND COMPOSITES

- 061000 Rough Carpentry
- 061040 Wood Blocking and Curbing
- 062000 Finish Carpentry

DIVISION 07 THERMAL AND MOISTURE PROTECTION

- 072116 Batt Insulation
- 078413 Firestopping
- 079200 Sealants
- 079500 Expansion Joint

DIVISION 08 DOORS AND WINDOWS

- 081113 Hollow Metal Doors and Frames
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HOLMSTEDT HALL NORTH RESTROOM RENOVATION

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- 093113 Ceramic Floor Tile
- 095113 Suspended Acoustical Ceilings
- 099123 Painting and Finishing

DIVISION 10 SPECIALTIES

- 101423 Signage
- 102113 Metal Toilet Compartments
- 102813 Toilet Accessories

DIVISION 12 FURNISHINGS

- 123653 Solid Surface Fabrications

DIVISION 20 FIRE SUPPRESSION, PLUMBING AND HVAC

- 200010 Common Work Results for Fire Suppression, Plumbing and HVAC
- 200050 Common Materials and Methods for Fire Suppression, Plumbing and HVAC
- 200060 Common Pipe, Valves, Fittings and Hangers for Fire Suppression, Plumbing and HVAC
- 200180 Common Insulation for Plumbing and HVAC

DIVISION 22 PLUMBING

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- 221319 Sanitary Waste Piping Specialties
- 224200 Plumbing Fixtures
- 224700 Drinking Fountains and Water Coolers

DIVISION 23 HEATING VENTILATION AND AIR CONDITIONING

- 233113 Metal Ducts
- 233300 Air Duct Accessories
- 233713 Diffusers, Registers, Grills and Louvers

DIVISION 26 ELECTRICAL

- 260500 Common Work Results for Electrical
- 260502 Selective Demolition
- 260519 Low Voltage Wire and Cable
- 260526 Grounding and Bonding
- 260533 Boxes and Raceway
- 260923 Lighting Control
- 262726 Wiring Devices
- 265100 Interior Lighting

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

- 283112 Addressable Fire Alarm (Renovation of Existing)

End of Section 000110

DIVERSITY PARTICIPATION LIST OF PRIME AND SUBCONTRACTORS Revised for Addendum # 1

Bid Number _____

Date _____

This Form must be completed by the Apparent Low Bidder(s) or any MBE/WBE Bidder(s) and submitted by 12:00 noon local time on the day following the Bid opening to the ISU Purchasing Department.
Fax (812)-237-3599

Prime Contractor's Name

Circle if an MBE and/or a WBE

<u>Subcontractor's Name</u>	<u>Circle if an MBE and/or a WBE</u>		<u>Amount To Be Paid to Subcontractor</u>	<u>Percentage of Total Bid Amount</u>
	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %
_____	MBE	WBE	\$ _____	_____ %

If no MBE or WBE contractors are listed above please indicate reason(s) why:

- Unable to locate any MBEs or WBEs.
- Unable to secure competitive pricing from any MBEs or WBEs.
- Other reasons, please describe: _____

END OF SECTION 001040

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002020
SUPPLEMENTARY GENERAL CONDITIONS Revised for Addendum # 1

Preface: ***These Supplementary General Conditions supplement and modify AIA Document A201 General Conditions of the Contract for Construction (2007 Edition), General Conditions between the Owner and Contractor.***

PART 1 - SUPPLEMENTARY GENERAL CONDITIONS

1.01 DEFINITIONS

- A. "Contract". The Contract or Agreement, the Notice to Bidders, the Instructions to Bidders, the Bid or Proposal, the General Conditions, The Special Conditions, the Specification and Drawings, also any Addenda or the Modifications incorporated in any of the above documents before the execution of the Contract or Agreement.
- B. "Owner": The Indiana State University Board of Trustees.
- C. "Architect/Engineer": the individual or firm hired by the Owner to prepare the Construction Documents and to Administer the Contract.
- D. "Contractor": The person, firm or corporation who, with the Owner, executes the Contract, or the duly recognized assignee thereof.
- E. "Subcontractor": A person, firm or corporation who, under contract with Contractor, furnished material only, labor and materials, or labor only, at the site of or for the project.
- F. "Director": The Director of Department of Facilities Management at Indiana State University, or his duly authorized representative.
- G. "Surety": Any person, firm or corporation which has executed, as surety, the Contractor's performance bond securing the performance of the within contracts.
- H. "Work": Includes both materials and labor.

1.02 BOND

- A. Before any contract made for this work becomes valid, the Contractor shall furnish the Owner a satisfactory performance and payment bonds, in such form as the Owner may prescribe and with such surety or sureties as it may approve each in an amount equal to the total contract price. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. These bonds shall guarantee all labor and material to be as required, the faithful payment of any claim or liens from any cause for which the Contractor or any Subcontractor is liable, including those for labor, materials, utility service, transportation costs and for supplies, equipment, machinery (or the rental thereof).
- B. Licensed Sureties and Insurers
 - 1. All bonds required by the Contract Documents (such as the Bid Specifications, Award Letter, Contract for Construction, etc.) to be purchased and maintained by the Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. In addition to appearing on Circular 570 U.S. Dept. of the Treasury, such Surety or insurance company shall maintain an A.M. Best's Rating of not less than "A".

SUPPLEMENTARY GENERAL CONDITIONS Revised for Addendum # 1

C. The surety bond shall contain the following paragraph:

- 1. "The said surety for value received hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the contract, or to the work to be performed hereunder, or the specifications accompanying them, shall in any way affect its obligations on this bond, alteration or addition to the terms of the contract, or to the work or the specifications."

1.03 INSURANCE

NOTE: The dollar amounts shown in this paragraph are for jobs over \$50,000. See footnotes and amounts for jobs less than \$50,000.

- A. The Prime Contractor(s) shall provide all insurances listed here-in in these Specifications and shall require the Subcontractor(s) to provide the same. The Prime Contractor(s) shall not commence work under this Contract until they have obtained all insurance required by these specifications and until such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been obtained. Policies expiring on a fixed date before final acceptance of the project must be renewed and evidence of such renewal submitted to the Owner before such date.
- B. The Prime Contractor(s) shall furnish the Owner with satisfactory evidence of the insurance required, with satisfactory compliance as determined solely by Owner.
- C. It is solely the responsibility of the Prime Contractor(s) to confirm that the Subcontractor(s) are in compliance with the insurance requirements of these Specifications, to maintain copies of the Subcontractors insurance on file and to be prepared to provide evidence of these insurances to the Owner upon demand.
- D. Insurance Required:
 - 1. Worker's Compensation and Employers Insurance:
 - a. The Prime Contractor(s) shall maintain during the life of this contract Worker's Compensation and Employers Liability Insurance for all Prime Contractor's employees employed at or involved in any manner with the project, and, in case any work is sublet, the Prime Contractor(s) shall require the Subcontractor(s), at their own expense, similarly to provide Worker's Compensation and Employers Liability Insurance for all of the Subcontractor's employees engaged in or involved in any manner with work under this contract. Such Workers' Compensation insurance will be in accordance with the statutory requirements of the State of Indiana, with and including Worker's Compensation for All Other States, if any. The Prime Contractor(s) shall and require Subcontractor(s) to provide insurance coverage equal to that provided under the Worker's Compensation Act, for the protection of the Contractor's employees not otherwise protected. Employer's liability coverage must be maintained in amounts not less than \$500,000/\$500,000/\$500,000. Limits may be provided through a single policy or a primary/excess policy basis.
 - 2. Commercial General Liability Insurance.¹
 - a. The Contractor shall and require Subcontractors, at their own expense respectively, to maintain during the life of this contract Commercial General Liability Insurance insuring the Prime Contractor and any subcontractor, and owner and any other party required to be insured, from claims for bodily injury, death, personal injury and property damage which may arise from or on account of operations under this Contract, whether such operations be by the Prime Contractor(s) or by any

¹ For Smaller Contracts, the following limits (including umbrella liability) are permitted:

Contracts \$25,000 to \$49,999.....	\$ 2,000,000
" \$10,000 to \$24,999.....	\$ 1,000,000
" \$ 9,999 and under.....	\$ 500,000

SUPPLEMENTARY GENERAL CONDITIONS Revised for Addendum # 1

Subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- \$2,000,000 General Aggregate
- \$1,000,000 Combined Single Limit Bodily Injury, Property Damage
- \$1,000,000 Products/Completed Operations
- \$1,000,000 Personal Injury and Advertising Injury
- \$ 100,000 Fire Damage

The General Aggregate limit shall apply separately, in total, to this project only.

3. Business Auto Insurance²:

- a. The Prime Contractor(s) shall and shall require all Subcontractors to maintain at their own expense respectively, at all times during the life of this contract, business auto insurance covering all liability and claims arising from the ownership, use, maintenance, operation, loading or unloading of automobiles anywhere in the United States, in connection with the performance of the Contract, whether such automobiles are owned, hired, or non-owned by the Contractor or Subcontractors.
- b. Such auto insurance shall be written with a limit of not less than \$1,000,000 per occurrence as a combined single limit for Bodily Injury and Property Damage coverage.

4. Umbrella Liability Insurance²:

- a. The Prime Contractor(s) shall and shall require all Subcontractors to maintain at their own expense respectively, at all times during the life of this Contract, Umbrella Liability Insurance providing excess coverage over the above specified primary insurance in an amount not less than:
 - \$1,000,000 for contracts \$50,000 to \$99,999.99
 - \$2,000,000 for contracts \$100,000 to \$999,999.99
 - \$3,000,000 for contracts \$ 1,000,000 to \$2,999,999.99
 - \$5,000,000 for contracts over \$3,000,000

E. Additional Insurance Requirements:

1. The Prime Contractor(s) shall and shall require all Subcontractors to include Indiana State University, Indiana State University Board of Trustees and any Architect/Engineer Firm hired by Indiana State University for the Project, as an additional insured on their Commercial General Liability policies with regard to this contract.
2. Certificate(s) of Insurance shall include an endorsement of a Waiver of Subrogation in favor of the Owner for Commercial General Liability Insurance, Umbrella Liability Insurance, Worker's Compensation and Employers Liability Insurance and Business Auto Insurance.
3. On Projects in excess of \$1,000,000.00 a copy of the applicable pages from the Contractor's policy shall be provided showing the endorsements listed in paragraphs 1 and 2 of this Item 1.03 E.
4. With regard to the above mentioned Commercial General Liability, Business Auto, and Umbrella Liability Insurance, if in the event of any major change or cancellation of such policy, the Prime Contractor(s) shall and shall require all Subcontractors to give a 30-day advance notice to the Owner.
5. The Prime Contractor(s) shall and shall require of all Subcontractors that the insurance companies must have an A.M. Best's rating of not less than an "A" for projects over \$150,000 and a rating of B+ or higher for projects under \$150,000 and that the insurance companies are duly licensed or authorized in the jurisdiction in which the Project is located to issue insurance policies for the limits and coverages so required.

² For Smaller Contracts, the following limits (including umbrella liability) are permitted

Contracts \$25,000 to \$49,999.....	\$2,000,000
\$10,000 to \$24,999.....	\$1,000,000
\$ 9,999 and under.....	\$ 500,000

SUPPLEMENTARY GENERAL CONDITIONS Revised for Addendum # 1

F. Builders Risk Insurance:

1. The Owner agrees to provide property insurance including Builders Risk insurance for property under construction, and all materials and labor at or within 1,000 feet of the site intended for use in the "work" or project. Pursuant to this agreement, Owner hereby affirms the policy contains a waiver of subrogation in favor of the contractor or subcontractors should loss or damage of the type insured against result in loss to covered property; and Owner agrees to release from liability the contractor, to the extent such loss or damage is insured by said policy.
2. Coverage does not extend to personal property, tools, equipment, scaffolding, staging, or similar equipment of the contract or subcontractor(s), or any employees thereof.
3. Notwithstanding the foregoing however, Contractor is responsible for the property insurance deductible of \$25,000 applicable to each covered loss to the work or project. Contractor acknowledges and affirms it will, without delay, pay the deductible, or if the loss remains within the deductible, pay that part of the deductible that equals the loss amount.

G. Indemnification:

1. The Prime Contractor shall and shall require Subcontractors to indemnify the Owner and any other party required to be insured from all claims arising from the failure of the Prime Contractor(s) to require the Subcontractors to provide the insurance required by these Specifications.
2. Notwithstanding any other provision to the contrary, the Contractor(s) agree to indemnify the Owner only for losses due to personal injury, or property damage to the extent caused by Contractor's negligent acts or omissions, or the negligent acts or omissions of Contractor's employees, agents and subcontractors during the performance of this Contract, but not to the extent caused by others. The Contractor shall defend Owner on claims that do not present a conflict of legal theory or fact between Owner and Contractor. Each party shall defend itself on any claim that does present a conflict of legal theory or fact between the parties.
3. Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.
4. In the event of a strike or work stoppage by Contractor's employees, the Contractor agrees to use its best efforts to fulfill its obligations pursuant to their contract utilizing management and supervisory personnel.
5. Under no circumstances shall either party be liable to the other for special, indirect, or consequential damages of any kind including, but not limited to, loss of profits, loss of good will, loss of business opportunity, additional financing costs or loss of use of any equipment or property, whether in contract, tort (including negligence), warranty or otherwise, notwithstanding any indemnity or other provision to the contrary.

1.04 SUBCONTRACTORS

- A. At the time of Bid the Prime Contractor(s) (Bidder(s)) shall provide the names of the proposed Subcontractors listed in Appendix A of the Bid Form. Prior to the Awarding of the Contract, the Contractor shall submit to the Owner, in writing, the names of all the proposed Subcontractors and major material vendors. All Subcontractors shall be licensed and bonded and shall be held to the same level of experience and qualifications as are required of the Prime Contractor (Bidder) in Section 001000 NOTICE TO BIDDERS last paragraph.
- B. The Prime Contractor shall be responsible for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- C. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the Owner, and no Subcontractor will be recognized as a party to the Contract.

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- D. The Prime Contractor shall use the Subcontractors, Suppliers, Materials and Equipment as listed in the Bid Form Appendix "A" submitted at the time of Bid. There shall be no changes permitted to this list except as listed in Section 001010 Paragraph 3.14 APPENDIX A, Item B.1.

1.05 DRAWINGS

- A. The drawings referred to in these specifications show such plans and details as are regarded necessary by the Architect/Engineer and/or the Owner to properly illustrate the work required, to estimate the cost of the work, and to complete its construction.
- B. The Architect/Engineer and/or the Owner will from time to time furnish such additional detail and working drawings as may be deemed necessary to interpret and explain the Contract drawings and all such additional drawings shall be of equal force with those mentioned above and shall be considered as forming part of this Contract.
- C. The general character of the work shall be subject to minor modifications when detailed or full sized drawings for such work are prepared.
- D. All lettering on drawings is to be considered a part of the drawings.
- E. All drawings, specifications, etc., are the property of the Owner and shall be returned before the final award is issued, if so requested.

1.06 RELATIONSHIP AND PRIORITY OF DOCUMENTS

- A. The documents comprising the Contract are complementary and what is called for by one shall be as binding as if called for by all. The intention of the Contract is to include all labor, materials, and equipment necessary for the proper execution of the work.
- B. In the case of a discrepancy between the requirements of the Drawings and the Specifications or between Sections of the Specifications:
 - 1. The more stringent shall apply.
 - 2. In equal situations the Specifications or as directed by the Owner prevails.

1.07 PERMITS

- A. The Contractor shall give all requisite notices to public officials, secure and pay for all permits, legal fees or charges, have the work inspected by all proper public authorities, pay all charges connected with such inspections and deliver the proper inspection certificates and all receipts for charges to the Owner.
- B. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing, and any necessary change shall be accomplished by the 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 Architect, he shall assume full responsibility therefore and shall bear all cost attributable thereto.

1.08 SAMPLES

- A. The Contractor shall submit in writing to the Owner for approval samples and shop or installation drawings of the materials he proposes to use, or such other related materials as owner otherwise requests.
- B. Each sample shall be labeled, bearing the name and quality of the material, the Contractor's name, the date and a description of the sample. A letter from the Contractor stating that the samples conform to the requirements of the drawings and specifications shall accompany all such samples. Transportation charges on all samples shall be prepaid.
- C. Samples and drawings shall be submitted in due time so as to permit proper consideration without delaying the Contractor's operation. Material shall not be ordered until approval is

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received from the Owner, in writing. The use of any material will be permitted only so long as it remains equal to the approved sample.

1.09 CONTRACTOR'S SUPERVISION

- A. The Prime Contractor shall maintain on the Project site a competent Project Superintendent at all times any work is being performed; either by the Prime Contractor's workers or any Subcontractor's workers. **If the Project Superintendent is not on the Project site the Owner shall be notified immediately. If the Project Superintendent is not on the jobsite, without written prior approval or notification to be away from the jobsite, the Owner may be entitled to a \$1,000 credit for each day or part of the day the Project Superintendent is not onsite while actual work is being performed.**
- B. The Contractor's superintendent shall represent the Contractor during their absence and all directions given the superintendent shall be as binding as if given to the Contractor.

1.11 LAYING OUT AND UTILITY LOCATES

- A. The Contractor shall thoroughly examine the drawings and specifications before commencing work and report to the Owner if any discrepancy, errors, or defect appears, but he shall not be held responsible for their existence.
- B. The Contractor shall lay out his own work.
- C. Prior to any cutting, drilling, trenching, excavating or other earthwork the Contractor shall determine the exact location of all utility lines and appurtenances that could be encountered which are not shown on the drawings as follows.
 - 1. A minimum of forty eight (48) hours prior to commencing work the Contractor shall contact Indiana Locates for all public utility locates.
 - 2. A minimum of forty eight (48) hours prior to commencing work the Contractor shall contact the Project Coordinator for all ISU Utility locates.
- D. Failure to contact for the appropriate locates shall make Contractor solely responsible for all costs incurred to repair all damaged utility lines or appurtenances.
- E. The Contractor shall hand excavate within three (3) feet, or as required by the Utility Company, on either side of a marked utility unless exact depth of the marked utility is known and the planned work will in no way be in close proximity with the utility line or appurtenance.

1.12 MATERIAL AND LABOR

- A. Except as otherwise stipulated, the Contractor shall provide and pay for all materials, labor, tools and equipment necessary for the execution of the work.
- B. The Owner reserves the right to require the Contractor to discontinue the service of any workmen employed on the work whom he deems incompetent, negligent, or otherwise objectionable, and to suspend any portion of the work embraced in the Contract whenever, in his opinion, it would be inexpedient to start or continue such work.

1.13 DEFECTIVE WORK AND MATERIALS

- A. Any materials and workmanship found to be defective, improperly placed, not in strict conformity with the drawings and specifications, or defaced or injured through action of fire or elements, through usage by the Contractor or his employees or from any other cause, shall be removed immediately from the premises and satisfactory materials or work substituted therefore without delay. This shall include making good the work of other Contractors destroyed or damaged by such removal or replacement. The cost of the above replacements shall be borne by the Contractor responsible for the defective work or material.
- B. Should the Contractor in the execution of his work discover any imperfections or errors in the work of other Contractors that would interfere with the proper execution of his contract, he shall immediately report this fact to the Owner. Errors or imperfections in the work of other Contractors will in no case excuse installation of imperfect work by this Contractor.

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- C. No previous inspection shall be held as an acceptance of defective work or materials or relieve the Contractor from the obligation to furnish sound materials or to perform satisfactory work in accordance with the contract requirements. The final payment shall not relieve the Contractor of the responsibility for faulty materials or workmanship and he shall remedy all such defects, settlements, or other work resulting there from, which shall appear within a period of one (1) year from date of final acceptance or within the period stipulated in certain separate guarantees or bonds required elsewhere in the specifications, whichever may be the longer.
- D. The Owner shall be the sole judge of the materials furnished and the character of work performed.

1.14 RESPONSIBILITY FOR DAMAGE

- A. The Contractor shall be responsible for all damages to life and property due to his action or failure to act when action would reasonably be expected. He shall be responsible for all parts of his work, both temporary and permanent, until the work under his contract is declared accepted by the Owner.
- B. The Contractor shall continuously maintain adequate protection of all his work from damage, and shall protect the Owner's property and all adjacent property from injury in connection with the Contract.
- C. The Contractor shall be held responsible for damage to work of other Contractors that is the result of his operation.
- D. Should the Contractor believe that the work shown by the drawings or specifications is not correct when executed to obtain safe and substantial results, or if any discrepancy appears, it is his duty to immediately notify the Owner in writing, stop work on same, and await written instruction.

1.15 INDIANA SALES TAX

- A. Indiana State University is a Tax Exempt Institution and Indiana Sales Tax for products permanently incorporated in work shall not be included as part of the Bid or on any Application for Payment.
- B. Contractor Responsibilities:
 1. Pay Indiana Sales Tax on all non-exempt purchases and provide the Owner with detailed documentation of all taxes of non-exempt items invoiced on their Application for Payment. Documentation shall be provided with their Application for Payment at the time of first billing of each taxable item.
 2. Upon completion of work, file with Owner notarized statement that all purchases were made under their exemption certificate where entitled to be exempt.
 3. Pay legally assessed penalties for improper use of the exemption certificate number.

1.16 CLEANING UP

- A. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish.
- B. When directed by the Owner, the Contractor shall clear out and remove any rubbish that may constitute an obstruction to the progress of the work.
- C. At completion of the contract, the Contractor shall remove from the premises all rubbish and surplus material, and shall repair any damage to his work no matter by who caused, and shall leave the premises clean and in perfect repair and order.

1.17 NON-DISCRIMINATION CLAUSE

- A. "Pursuant to the requirements of Indiana Code 22-9-1-10 and 5-16-6-1, Contractor and his Subcontractors may not discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to their hire, tenure, terms,

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conditions or privileges of employment or any matter directly or indirectly related to employment because of their sex, race, natural origin, ancestry or religion or disability as prohibited under the Americans With Disabilities Act. The contractor and subcontractor, if any, agrees to comply with all the provisions contained in the Equal Opportunity Clause quoted in Executive Orders No. 11246 and No. 11375. In addition, the contractor shall cause this Equal Opportunity Clause to be included in the subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Orders No. 11246 and No. 11375 as amended. Breach of the covenant may be regarded as a material breach of contract."

1.18 PUBLIC RELATIONS

- A. Indiana State University is an Affirmative Action Institution. Any inappropriate actions toward any Indiana State University student, faculty or staff member by any Contractor's Employee shall result in the employee being told to leave the Campus of Indiana State University immediately. This employee shall not be allowed to return to work on the Project for the duration of the Project or longer. Repeated offences by a Contractor's employees may result in disqualification of the Contractor for this and future Indiana State University Projects.

1.19 "OR APPROVED EQUAL" CLAUSE

- A. Unless the Specifications indicates that substitutions are not allowed, whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Architect/Engineer and Owner's opinion. It shall not be purchased or installed without written approval. Requests for substitution prior to Bidding shall be as per Section 001010 INSTRUCTIONS TO BIDDERS Item 1.08
- B. Complete descriptive information, specifications and samples or sample material must be submitted at the time the proposal is submitted. In addition, a list of projects with dates and contact persons must be submitted at the time the proposal is submitted showing where the proposed alternate material or article has been installed or used. Failure to submit information as requested will be cause for rejection of the Bid submitted.

1.20 VERIFYING MEASUREMENTS

- A. The Contractor shall verify all measurements on the site and be responsible for any mistakes he may make and their results. If the Contractor discovers any discrepancy, in figures on the drawings, he shall report same to the Architect/Engineer and Owner before proceeding with any work affected by the discrepancy and shall be held responsible for results should he fail to make such reports.

1.21 EXTRAS

- A. Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind Bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner, and the price is stated in such order.
- B. Requests for compensation, for previously approved Change Orders omitted from an Application for Payment, received sixty (60) calendar days after Owner receipt of the Final Application for Payment (Release of Retainage) shall not be honored.

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1.22 GENERAL GUARANTY

- A. Neither the final certificate of payment nor any provision in the Contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period is specified.

PART 2 – NOT USED

PART 3– NOT USED

END OF SECTION 002020

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ISU SPECIAL REQUIREMENTS AND INFORMATION Revised for Addendum # 1

PART 1 - SPECIAL REQUIREMENTS

1.01 BARRICADES

- A. ISU will provide barricades during the initial closure of a construction site. However, once the Contractor mobilizes, ISU will remove the barricades, and Contractor shall replace them with his own. If additional barricades are required during the construction phase, Contractors shall provide them at their expense.

1.02 BURIED UTILITIES

- A. All Direct Buried Utility Lines and Utility Duct Banks will be marked by use of the appropriate marker tape continuously installed a minimum of twelve (12) inches above said utility line or duct bank. Marker tape shall be a minimum of six (6) inches wide.

1.03 REMOVAL AND RE-INSTALLATION OF EQUIPMENT

- A. The Owner is not responsible for the removal or re-installation of any equipment necessitated by this work.
- B. All electrical disconnects and reconnects of equipment necessitated by this work shall be performed by a licensed bonded Electrical Contractor hired by the Contractor to perform this work. The Owner will assist in locating the power source but will not be responsible for the actual performance the electrical work.

1.04 PRIME CONTRACTOR RIGHT OF SALVAGE

- A. The Owner has the first right of salvage of any items not slated for re-use on every Project.
- B. Should the Owner waive their right for salvage for any item not slated for re-use or designated in Section 011510 for recycling; then these items become the property of the Prime Contractor.
- C. The Prime Contractor at their discretion may grant to others the right to salvage items not slated for re-use and this may be used to comply with the recycling requirements of Section 011510 as long as records are kept as defined in 011510.
- D. However; once an item has been placed in a dumpster or any other trash receptacle no one is allowed to enter a dumpster or search through a trash receptacle for the purpose of removing items for salvage while these trash containers are on the campus of Indiana State University.
- E. The Prime Contractor shall protect these trash containers by use of a six (6) foot high chain link fence enclosure around the trash container(s) to prevent any person from gaining access to the trash containers for actions prohibited by this item.

1.05 CERTIFICATE OF INDUSTRIAL BOARD

- A. The Contractor shall furnish a certificate of insurance from an insurance company acceptable to Indiana State University evidencing that the Contractor has complied with the Indiana Worker's Compensation Law.

1.06 CAMPUS TOBACCO POLICY

- A. Effective IN 2011 the following became the ISU smoking policy:
 - 1. The sale of tobacco products is prohibited on university-owned, operated, or leased property.
 - 2. The use of smoking tobacco products is prohibited on university-owned, operated, or leased property.
 - 3. The use of smoking tobacco products is permitted in privately owned vehicles and in designated smoking areas on campus.
 - 4. Any exceptions for the use of smoking tobacco products on university-owned, operated, or leased property must be approved by the President or Provost.

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5. Enforcement of this policy will depend on the cooperation of all faculty, staff, and students not only to comply with the policy, but also to encourage others to comply, in order to promote a healthy environment in which to work, study and live.
6. Observation of violation of the policy should be reported to Public Safety at 812-237-5555. Follow up for violations of the policy should be referred to the appropriate administrative office for review and action for faculty through the office of Academic Affairs, for staff through Human Resources and to the Dean of Students for students.

B. Amendments to this policy for Contractors

1. Delete item 5 in its entirety and replace with the following:
"Enforcement of this policy will depend on the cooperation of the Contractors and their employees to comply with the policy and encourage others to comply in order to promote a healthy environment in which to work".
2. Delete item 6 in its entirety and replace with the following:
"Observation of violation of this policy should be reported to the Contractor's Project Superintendent and/or the Owner's Project Manager. Contractor's employees repeatedly violating this policy may be asked to leave the Campus of Indiana State University and not be allowed to continue work on the Project".
3. Add the following item 7:
"For major construction or renovation Projects (as determined solely by the Owner) the Owner shall designate a Contractor's smoking area near or within the boundaries of the job-site; unless the Prime Contractor(s) chooses to declare the entire Project job-site as non-smoking. Under no circumstances shall smoking be permitted within a building under construction or renovation.

- C. Additionally on construction sites on university-owned, operated, or leased property the use of smokeless tobacco products is prohibited.

1.07 PARKING REGULATIONS

- A. Beginning January 2018, construction employees will be required to park with a Construction Permit in Lot N (11th and Chestnut), Lot K (1st and Chestnut) or Lot I (200 Spruce Street) when regular classes are in session. Contractors will be allowed to request an appropriate number of permits depending upon the project size for "core campus" parking. These permits should be used for carpooling or transporting employees to/from the construction and the construction parking lots. Contractors will also be allowed to have 2 foreman construction permits per project which will allow the foreman direct access to the construction project.
- B. When regular classes are not in session (i.e. weekends, Fall Break, Winter Recess, and summer sessions [the Monday after commencement thru one week before move-in]) contractors and their employees will be allowed to park in any regular/open lot on campus with a construction permit unless the lot is reserved for an event..

1.08 ISU ENVIRONMENTAL CODE FOR CONTRACTORS

- A. Prior to starting any work, Contractor shall provide to the Owner a written document containing emergency procedures in case of:
 1. Liquid spills or leaks
 2. Release of gases or toxic vapors
 3. Excessive smoke
- B. This document shall contain but not be limited to:
 1. Emergency medical, fire, and police phone numbers including the ISU University Police.
 2. EPA phone numbers
 3. IDEM phone numbers
 4. Location of Material Safety Data Sheets.

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- C. Prior to using any chemical or hazardous material the contractor shall provide the Owner with a copy of Material Data Safety Sheets covering the chemical or hazardous material.
- D. Contractor shall not burn or bury waste material on campus, or discharge any hazardous, or undesirable materials to sewers, or release toxic materials to the air.
- E. Contractor shall provide adequate exhaust ventilation for work area when generation of air contaminants is likely, i.e., painting, handling flammable liquids, welding, cutting, applying adhesives, etc.
- F. Contractor shall have at the job site Material Safety Data Sheets (MSDS) covering all chemicals and hazardous materials to be used in the work area. MSDS are to be available to workers and ISU personnel during normal working hours. Contractor shall use proper procedures based on MSDS when handling hazardous chemicals and materials.
- G. Contractor shall provide vacuum breakers or backflow preventers at each location where he utilizes building water supply.
- H. Any Contractor employee who deliberately interferes with environmental monitoring shall be removed from the project immediately.
- I. Contractor shall prevent fumes from welding, cutting, etc. and dust generated by construction from entering areas outside the work area by erecting plastic film barriers, sealing openings and ducts, and installing exhaust fans as required.
- J. Air contaminants in the work area shall not exceed OSHA regulations.

1.09 ISU SAFETY CODE FOR CONTRACTORS

A. General:

- 1. All work performed by contractors shall be done in accordance with all applicable Federal, State and Local laws, codes, and regulations and recommendations of Factory Mutual Engineering and Research (FM).
- 2. Any safety hazard or unsafe act recognized by the Owner shall be reported to the Contractor responsible for job coordination. The safety hazard shall be corrected in a timely manner dictated by the severity of the safety hazard or unsafe act.
- 3. Contractors shall remove all rubbish from the job site daily.
- 4. All construction materials shall be protected from wind damage. Materials shall be secured to prevent them from becoming airborne with subsequent injury to personnel or damage to property.

B. Communication:

- 1. Contractor's job supervisors, or designated safety persons, must carry at all times a cellular phone to facilitate communication between the job site and the ISU University Police and Facilities Management Department. The cellular phones must remain on the job site during regular working hours. Contractor(s) shall report to the designated representative of ISU, or to ISU Police, any safety problem, code infraction, personal injury, or damage to ISU property. Report shall be made immediately after such occurrence.

C. Fire Protection:

- 1. Contractors shall provide a type "ABC" fire extinguisher for each work crew.
- 2. Extinguishers are to be kept within easy reach of each work crew and never farther than 10 feet from some worker. Inspection tags on extinguishers shall indicate the date of last inspection.
- 3. Contractor's supervisor shall keep torch cutting operations to a minimum by instructing personnel to use power saws, pipe cutters, etc. It shall be the duty and responsibility of

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- the Contractor performing any cutting or welding to comply with the safety provisions of the National Fire Codes (NFC) pertaining to such work.
4. Contractor shall adhere to Factory Mutual Engineering and Research (FM) "Cutting and Welding" permit system. Permits are available through the Office of Environmental Safety's Fire Specialist Office at 812-237-4020.
 5. Prime Contractor shall provide a one hour fire watch at the end of each workday when any cutting or welding occurred to assure that no possibility of fire exists from any work performed that day.
- D. Safety Program: Prior to starting any work the Contractor shall submit to ISU a written safety program for the project including but not limited to:
1. Occupational Health & Environmental Controls
 - a. Personal Protective Equipment
 - b. Fire Protection & Prevention
 - c. Hand & Power Tools
 - d. Ladders & Scaffolds
 - e. Motor Vehicles and Mechanized Equipment
 - f. Accident Prevention
 - g. Safety Inspections
 - h. OSHA Inspections
 2. Instruct all of his personnel as to location of emergency telephone(s).
 3. Instruct all his personnel as to location of fire alarm (pull) stations.
 4. Instruct all of his personnel to follow FM "Cutting and Welding Permit Systems" and emphasize the need to advise ISU's representative 24 hours prior to doing any welding, cutting, brazing, etc.
 5. Instruct all his personnel to advise ISU representative prior to doing any welding, cutting, or brazing on or near a roof structure.
 6. Instruct all personnel as to location on the job site of a copy of OSHA 29 CFR, Part 1926.
 7. Instruct all of his personnel as to location of first aid supplies.
- E. Flammable Storage:
1. Flammable or combustible liquids (paints, thinners, asphalt, gasoline, and tar or similar materials) shall be stored and handled as per NFPA 30, 4-5.5, and OSHA Construction Standard 1926.152. Quantities of flammable paints, etc., inside building work areas shall not exceed the amount to be used in one day.
 2. Containers of Class I liquids that are stored outside of an inside liquid storage area shall not exceed a capacity of 1 gallon, except safety cans shall be permitted up to 2 gallon capacity. Not more than 10 gallons of class I and class II liquids combined shall be stored in a single fire area outside of an approved storage cabinet or an inside liquid storage area unless in safety cans. Not more than 25 gallons of class I and class II liquids combined shall be stored in a single fire area in safety cans outside of an inside fluid storage area or an approved storage cabinet. Not more than 60 gallons of class IIIA liquids shall be stored outside of an inside liquid storage area or outside an approved storage cabinet.
 3. Rags saturated with flammable liquids shall be placed in approved cans and removed from the work site at the end of the work shift.
- F. Site Control: Contractor shall be responsible for securing the job site at all times and have personnel on call 24 hours per day for emergencies. Contractors shall protect their equipment and materials and ISU property from theft. Contractors shall secure doors, and openings including roof openings.

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- G. Prior to a multiple day shutdown the Contractors shall:
1. Remove all debris and leave the premises broom clean.
 2. Shut off all unnecessary electric power and water supplies.
 3. Remove all flammable liquids from the work site.
 4. Secure small tools in gang boxes.
 5. Leave drives open for emergencies.
- H. Temporary Electrical Service:
1. Temporary electrical service shall be provided by a licensed, bonded electrical contractor.
 2. All extension cords shall be protected from abrasion and traffic. Multiple lengths of extension cord shall be connected with waterproof twistlock type connectors. Any electrical service over 115 volts shall be marked accordingly. All electrical power supplied from building service or portable generators shall have ground fault protection as part of the circuit.
 3. Portable generators or welders driven by internal combustion engines shall not be located inside the building. Positioning of this equipment outside the building shall be such that engine exhaust shall not enter the workplace or adjacent buildings.
- I. OSHA Reporting:
1. Contractors shall complete an OSHA 106 form on all reportable occupational injuries and illnesses for each of their job locations on the ISU campus. This requires posting the information from the initial accident report on a master log (OSHA 200) form within six working days after the accident occurs. This form must be kept available for OSHA Compliance Safety and Health Office and ISU review.
 2. See OSHA Regulations 29 CFR Part 1904, "Recording and Reporting Occupational Injuries and Illnesses"

1.10 FIRE SUPPRESSION SYSTEM REGULATIONS

- A. Prior to closing any fire suppression system valve or in any way making a fire suppression system inoperable the Contractor shall contact the Fire Specialist's Office at 812-237-4020 to obtain a FM Global Red Tag so the impairment to the system may be reported.
- B. When the work is complete the Contractor shall immediately contact the Fire Safety Specialist to report the work is complete so the red tag may be removed and FM Global notified that the system has been returned to normal operation.

1.11 ELECTRICAL SAFETY REGULATIONS

- A. OSHA *Control of Hazardous Energy Lockout/Tagout Regulations* apply to all work performed on the Campus of Indiana State University. These Regulations are available for review on the OSHA Internet Website at <http://www.osha.gov/SLTC/controlhazardousenergy/index.html> . Any individual who removes another's lock or tag shall be ordered to leave Indiana State University and shall be disqualified from any future work at Indiana State University.
- B. High fault currents, in excess of 45kA, exist at certain points on electrical systems at Indiana State University. Employing Contractors shall make their employees working on campus electrical systems aware that this condition exists.
- C. No individual shall be permitted to install or service any energized circuit, equipment or apparatus where voltages greater than 100 volts to ground is present unless another individual is present.
- D. No individual shall be permitted to operate or service any main or feeder main overcurrent protection device, whether group mounted or individually mounted, unless another individual is present.

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- E. Deliberately shorting a branch circuit to ground to locate a branch feeder breaker is strictly prohibited.
- F. Any individual observed in violation of Regulations "C", "D" or "E" may be asked to immediately leave the workplace and/or their employer may be fined based on the following scale. Violations may apply to one or multiple employees.

- 1st violation Notice of Violation Warning Placed in Employing Firm's Work Record File
- 2nd violation \$100.00
- 3rd violation \$250.00
- All subsequent violations \$500.00 per incident

- G. **Repeated violations may be cause to disqualify the individual and/or employing firm from any other future work on the campus of Indiana State University.**

1.12 FIRE ALARM SYSTEM COORDINATION WITH PROJECT WORK

- A. An automatic fire detection system may in operation in areas of work. Prior to start of Work the Contractor shall verify with the Owner if devices are present in the Work area.
- B. Contractor shall coordinate with Owner for the shut down and reactivation of automatic fire detection devices in work areas based on the following procedures.
1. Prior to 3:30pm on the day before work is scheduled the Contractor shall contact either Pat Teeters at 812-237-8187 (Office) or 812-230-6141 (Cellular) to request fire alarm devices be disabled. If no answer, call Brad Welker at 812-237-8109 (alternate contacts). The Contractor shall provide exact work location, the time the devices are required to be disabled by and a means by which to contact the Contractor the next day, i.e. pager or cellular phone number. It is permissible to leave a "voice mail" of the required information.
 2. Prior to starting work the next day the Contractor shall contact Pat Teeters (preferred contact) or Brad Welker (alternate contact) to verify if the required devices are disabled. Please listen carefully to the voice mail announcement for information in the event of no answer.
 3. Prior to leaving the job-site at the end of workday or by 3:30pm the Contractor shall contact one of the aforementioned individuals to report clearance to reactivate the devices for the evening and what, if any, devices require disabling for the following workday.
- C. Failure to follow these procedures may result in fines being levied on the Contractor based on the following schedule.
- 1st failure to call and schedule in advance – Warning.
 - Any subsequent failure to call and schedule in advance – \$100.00 per occurrence
 - 1st failure to call resulting in activation of fire alarm system – Warning or \$100.00, dependent on situation as determined by the Owner.
 - Any subsequent failure to call resulting in activation of fire alarm system - \$100.00 per occurrence.

1.13 INSPECTION

- A. At the conclusion of the entire work encompassed in this contract, written notice requesting inspection shall be submitted to the Owner at least ten (10) days prior to the anticipated inspection date.

ISU SPECIAL REQUIREMENTS AND INFORMATION Revised for Addendum # 1

1.14 PAYMENT AND FINAL ACCEPTANCE

A. Anticipated Draw Schedule

1. For any Project in excess of \$500,000.00 the Contractor shall submit an anticipated monthly drawdown schedule.
2. This schedule shall be submitted within fourteen (14) calendar days after Award of Contract to:

Office of the Senior Vice President for Finance and Administration
Rankin Hall Suite 210
Terre Haute, IN 47809

B. Applications for Payments shall be submitted on AIA Application for Payment form G702 with Continuation Sheet G703 (or on a form approved by the Owner). While no set date is required for Applications for Payment, the application shall be submitted on a regular monthly basis for labor and materials permanently installed in the work, for material stored on site and for properly insured materials stored off-site under the following conditions:

1. For purposes of making periodic estimates, the Contractor shall furnish an itemized breakdown of his contract amount, distributed according to different classes of work. In making application for payments, the Contractor shall show, each period, the percentages of completion of each class.
2. Contractor shall send five (5) copies for each Application for Payment.
3. The Owner will make partial payment to the Contractor on the basis of a duly certified, approved estimate of the work performed during the preceding calendar month by the Contractor within 15 days after receipt by the Owner.
4. Payment will be made on balance due on labor and materials installed permanently in the work to within 90% of estimated value, and not to exceed 90% of the value of materials delivered to the site which are not subject to damage by exposure to the elements.
5. Stored materials and equipment offsite: The Owner will make payment for materials and equipment store offsite under the following conditions.
 - a. The Contractor requests in writing to the Architect/Engineer/Owner for payment on offsite stored materials and equipment.
 - b. The Architect/Engineer/Owner is given access to the offsite storage facility for purposes of inspection and verification of the stored materials and equipment. Any material or equipment not properly stored or protected shall not be approved for payment.
 - c. The Contractor shall provide to the Architect/Engineer/Owner a current Certificate of Insurance on the remote storage facility. This insurance shall remain in force for the duration of the storage of the stored materials and equipment at the remote location.
6. The Owner, if conditions in its opinion warrant, has the right to withhold, in addition to retained percentages, such an amount or amounts from the payment to the Contractor as may be necessary to pay just unpaid claims for labor and services rendered and materials furnished in connection with the work.
7. The Owner will not approve for payment on any estimate, the value on any materials which, in his opinion, does not meet the contract requirements.
8. At the conclusion of installation and satisfactory inspection by the Owner, the work shall be acceptable for payment of an amount equal to ninety-five (95%) percent of the total contract amount.
9. Reduction or Limitation of Retainage:
 - a. At the sole written discretion of Indiana State University, if acceptable progress is made, at fifty percent (50%) completion of the Contract Sum the remaining Retainage may be reduced to 0%.

ISU SPECIAL REQUIREMENTS AND INFORMATION Revised for Addendum # 1

- b. Any subsequent Change Orders after the reduction of Retainage shall have 5% Retainage withheld.
 10. **Requests for compensation, for previously approved Change Orders omitted from an Application for Payment, received sixty (60) calendar days after Owner receipt of the Final Application for Payment (Release of Retainage) shall not be honored.**
 11. Final payment will be due and payable the later of sixty-one (61) days from date of receipt of the Final Application for Payment or after the Contractor has completed all punch list items, certified that all Subcontractors and Suppliers have been paid, and all claims, including the Contractor's, have been resolved. Before issuance of the final payment, the Contractor shall furnish an affidavit (Final Waiver of Lien) as evidence that there are no claims on account of the Contract, outstanding liens of claims for materials furnished, or labor performed on the work. The final payment shall constitute the acceptance of the work by the Owner, except as to work thereafter found to be defective. The date of such payment shall be regarded as the date of final acceptance of the work.
 12. Warranty: The Warranty Period shall be per AIA A201-2007 Article 3 Paragraph 3.5 as amended by Specification Section 002011 Amendments to General Conditions.
- C. ACH Payments
1. In an effort to expedite Contractor payments Indiana State University requests the Contractor set up an ACH account for Project Payments.
 2. Contact the ISU Office of the Controller to set up this account.
 3. If the Contractor currently has an ACH Account with Indiana State University it is not necessary to set up an account for each Project. It is solely the responsibility to maintain accurate Banking information on file with the ISU Office of the Controller
- D. Special provisions regarding Retainage and Escrow:
1. The laws of the State of Indiana (IC 5-16-5.5-3 as amended) contain certain provisions regarding retainage, bonds and payment of Contractors and Subcontractors. The Contracts and Subcontracts entered into pursuant to these instructions to Bidders shall be governed by those provisions with respect to Contracts in excess of \$200,000 entered into between a Contractor and the Indiana State University Board of Trustees.
 2. These provisions require, among other things, that the amounts retained by the Owner from the contractor pursuant to retainage provisions be placed in an escrow agreement to be executed by the Contractor. Pursuant to these provisions, the successful Bidder shall be required to execute an escrow agreement between the Contractor and the Owner.
 3. This escrow agreement shall have no application to payment withheld by the Owner pursuant to provisions of the Construction Contract intended to protect the Owner from loss on account of defective work not remedied; claims filed on reasonable evidence; failure of the Contractor to make payments when due to subcontractors or for material or labor; reasonable doubt that the contract can be completed for the balance then unpaid; damage to another contract; failure or refusal of the Contractor to prosecute the work in strict compliance with the above process schedule; or similar provision.
 4. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each of his Subcontractors (as the term 'Subcontractor' is defined in the statute referred to above).
 5. The Contractor shall contact Kathy Abernathy in the Office of the Senior Vice President for Finance and Administration at (812)-237-3554 to set-up this escrow account.
 6. Should a Contractor fail to execute an Escrow Agreement between the Contractor and the Owner (Indiana State University Board of Trustees) the Contractor waives all claims for any interest the Contractor would have accrued had an Escrow Agreement been executed.

ISU SPECIAL REQUIREMENTS AND INFORMATION Revised for Addendum # 1

1.15 CONTRACTOR'S BID

- A. Contractor shall submit Bid for Base Bid and any Alternate Bids as listed in Section 002000.

1.16 INVOICING

- A. All invoices and/or Certificates of Payment must be addressed to:

Indiana State University
Department of Facilities Management
951 Sycamore Street
Terre Haute, IN 47809
Attention: Scott Tillman

Do not sent Applications for Payment to the ISU Accounts Payable Office

- B. A Partial Wavier of Lien shall be submitted with every Application for Payment until the final Application for Payment (Release of Retainage) when a Final Waiver of Lien shall be submitted.

1.17 SITE LOCATION(S)

- A. **Holmstedt Hall, 620 Chestnut Walk, Terre Haute, Indiana 47809**

1.18 PROJECT CONTACT

- A. All questions regarding this Project shall be addressed to:

Scott Tillman
ISU Department of Facilities Management
951 Sycamore Street
Terre Haute Indiana 47809
PH (812) 237-8198 Fax (812) 237-7630
E-Mail scott.tillman@indstate.edu

PART 2 – NOT USED

PART 3 – NOT USED

END OF SECTION 003000

003000

ISU SPECIAL REQUIREMENTS AND INFORMATION Revised for Addendum # 1

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072116
BATT INSULATION Revised for Addendum # 1

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work Included: Provide all materials, labor, and equipment necessary to install fibrous insulation as required by the intent of the Contract Documents.

1.02 PRODUCT DELIVERY AND STORAGE

- A. Containers shall be factory marked to identify material, type, grade, and manufacturer.
- B. Protect the materials of this Section from exposure to the elements. Do not store on the ground.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Fibrous Insulation
 - 1. Material: Fiberglass
 - 2. Type: Batt or rolls - foil or reinforced paper faced vapor barrier on all exterior planes.
 - 3. Thickness: Shall be equal to the nominal thickness of the cavity in which it is placed, unless noted otherwise in the Contract Documents
 - 4. Standards: Federal Specification HH-I-521F & ASTM C665.
- B. Fibrous Insulation
 - 1. Material: Mineral Fiber
 - 2. Type: Batt-creased, unfaced, 3.0 pcf
 - 3. Thickness: 3"
- C. Standards:
 - 1. Thermafiber SAFB by USG Acoustical Products Company and Pyro-Fiber Sound Control Blanket by Johns Manville Company

PART 3 – EXECUTION

3.01 INSPECTION

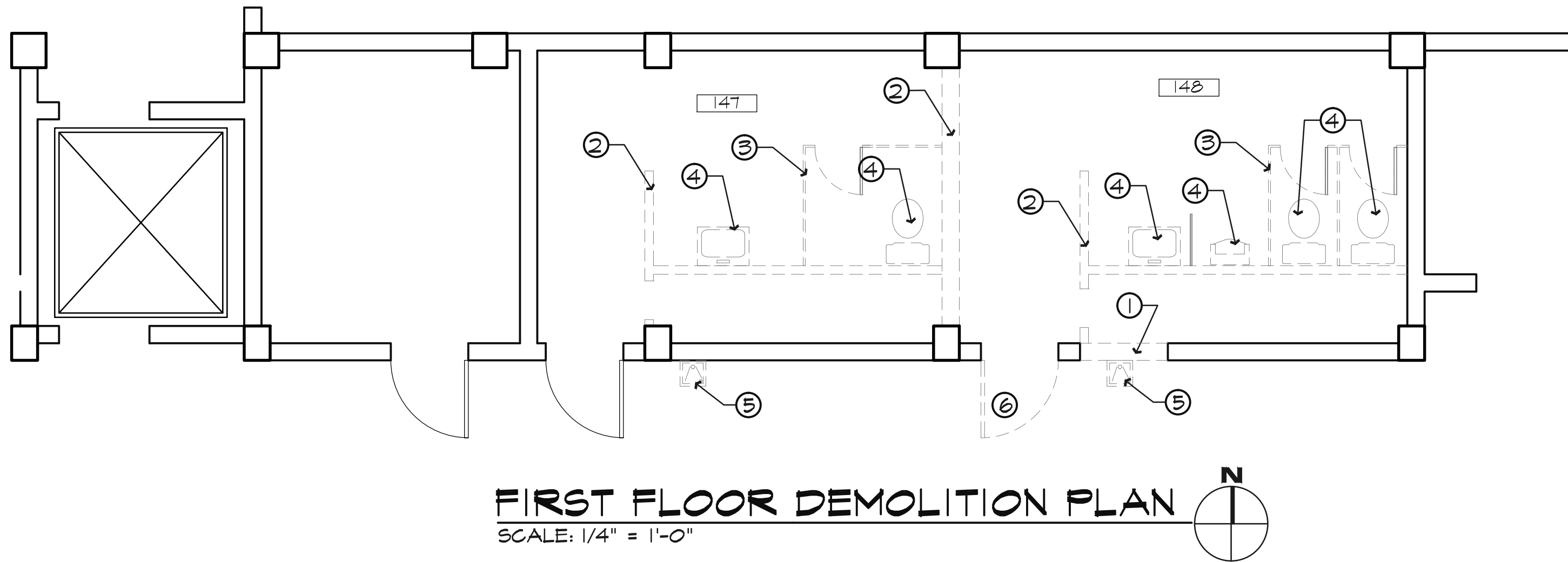
- A. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. In the event of a discrepancy, immediately notify the Architect. Do not proceed with the installation until all discrepancies have been resolved.

3.02 INSTALLATION

- A. Install insulation in continuous unbroken plane as indicated on the drawings.
- B. Lap and seal all joints between batts or rolls and at ends of rolls or batts.
- C. Stuff all holes, cracks or recesses with insulation.
- D. Fit insulation tightly around all penetrations (pipes, conduits, joists, etc.) of the insulation plane.
- E. For vertical installation, staple, glue, or wire insulation in place.
- F. Except as otherwise specifically directed by the Architect, install all insulation in accordance with the manufacturer's recommendations.
- G. Kraft faced vapor barriers shall not be installed within any wall of fire-rated construction.

END OF SECTION 072116

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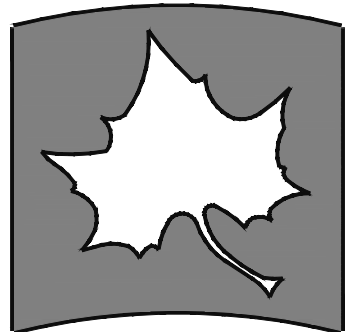


PLAN NOTES:

- ① REMOVE EXISTING BLOCK WALL FOR INSTALLATION OF NEW 3' X 7' DOOR. SUPPORT BLOCK ABOVE AS REQUIRED.
- ② REMOVE EXISTING BLOCK WALL CONSTRUCTION COMPLETE.
- ③ REMOVE EXISTING STALL PARTITIONS COMPLETE.
- ④ REMOVE EXISTING PLUMBING FIXTURES COMPLETE.
- ⑤ REMOVE EXISTING DRINKING FOUNTAIN COMPLETE.
- ⑥ REMOVE EXISTING DOOR AND FRAME COMPLETE. SALVAGE DOOR AND HARDWARE FOR RE-USE.

GENERAL NOTES:

PATCH ALL WALLS AS REQUIRED FOR NEW FINISHES.
 PATCH FLOOR AS REQUIRED FOR NEW TILE FLOORING.
 CHALK AREAS WHERE COUNTER TOPS MEET THE WALLS.



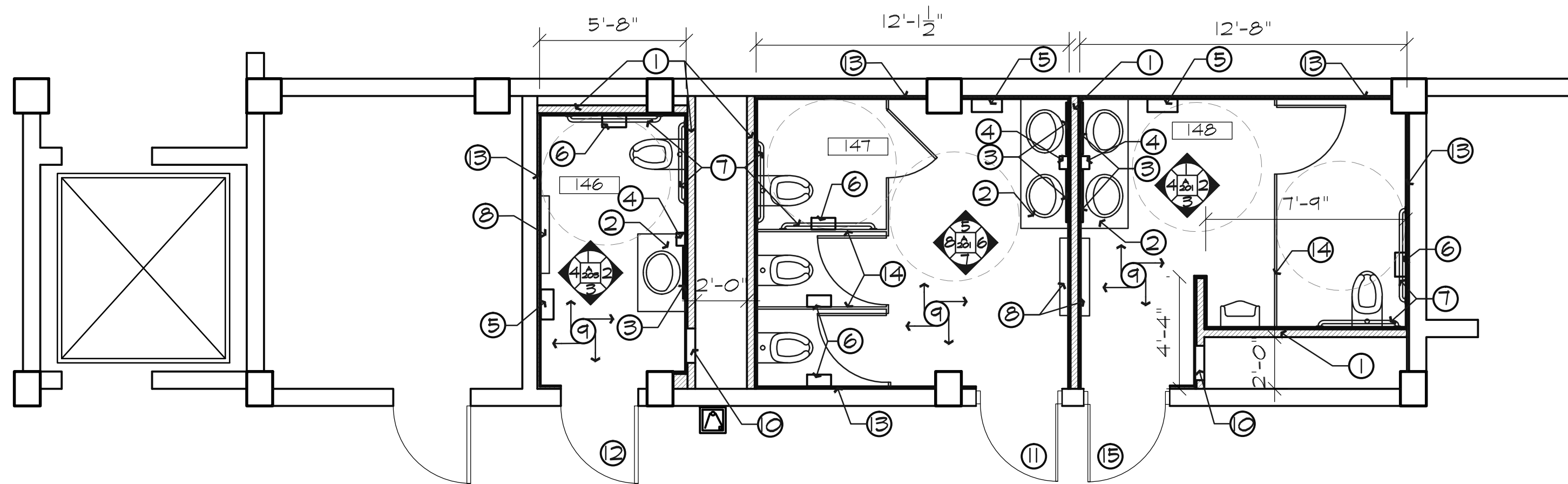
INDIANA STATE UNIVERSITY
 Facilities Management Department
 915 Sycamore Street
 Terre Haute, Indiana 47804
 Phone: (812) 237-8100 Fax: (812) 237-7630

REST ROOM RENOVATION
 HOLMSTEDT HALL
FIRST FLOOR DEMOLITION PLAN

DATE:	1/30/2018
SCALE:	1/4" = 1'-0"
DRAWN BY:	S. STILLMAN
CHECKED BY:	B. DUNCAN
APPROVED BY:	K. RUNION
PROJECT NO.:	

REVISIONS	
1	
2	

SHEET NO.
DIOLA
 OF SHEETS



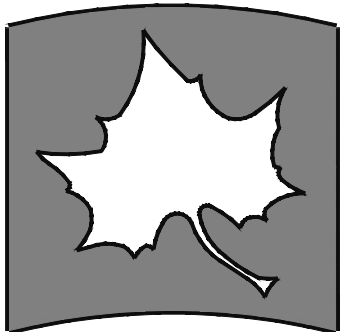
FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"

GENERAL NOTES:

- PATCH ALL WALLS AS REQUIRED FOR NEW FINISHES.
- PATCH FLOOR AS REQUIRED FOR NEW TILE FLOORING.
- CHAULK AREAS WHERE COUNTER TOPS MEET THE WALLS.
- INSTALL ADA COMPLIANT TOILETS AND URINAL.

PLAN NOTES:

- ① CONSTRUCT A NEW 3 5/8" METAL STUD WALL WITH 5/8" MOISTURE RESISTANT DRYWALL. PAINT WALLS TWO FINISH COATS IN COLOR SELECTED BY OWNER. INSTALL SOLID SURFACE WALL PANELS TO 54" A.F.F. SOLID SURFACE SHALL BE "LIVINGSTONE" IN COLOR L706 APPALACHIAN.
- ② INSTALL AN ADA COMPLIANT SOLID SURFACE COUNTERTOP WITH INTRIGAL SINKS. INSTALL ADA COMPLIANT PIPE PLUMBING JACKETS. SOLID SURFACE SHALL BE "LIVINGSTONE" IN COLOR L306 SANTA FE.
- ③ INSTALL A 24" X 36" METAL FRAMED MIRROR.
- ④ INSTALL ISU PROVIDED SOAP DISPENSER.
- ⑤ INSTALL ISU PROVIDED PAPER TOWEL DISPENSER.
- ⑥ INSTALL ISU PROVIDED TOILET PAPER DISPENSER.
- ⑦ INSTALL ADA COMPLIANT GRAB BARS.
- ⑧ INSTALL BABY CHANGING STATION AS "KOALA" KB110-SSWM
- ⑨ INSTALL NEW CERAMIC TILE FLOORING AS "DAL TILE" FABRIQUE PORCELAIN FLOOR TILE IN COLOR BRUN LINEN P69 SIZE 12" X 24". INSTALL SOLID SURFACE WALL PANELS TO 54" A.F.F. SOLID SURFACE SHALL BE "LIVINGSTONE" IN COLOR L706 APPALACHIAN.
- ⑩ INSTALL NEW STAINLESS STEEL ACCESS PANEL. SEE MECHANICAL SHEET FOR DETAILS.
- ⑪ INSTALL NEW SOLID CORE OAK VENEER DOOR WITH SALVAGED PUSH / PULL HARDWARE. DOOR SHALL MATCH EXISTING IN AREA.
- ⑫ REMOVE EXISTING PUSH / PULL HARDWARE AND SALVAGE FOR REUSE IN PROJECT. INSTALL A DEADBOLT HARDWARE LOCKSET TO EXISTING DOOR.
- ⑬ INSTALL MOISTURE RESISTANT DRYWALL OVER EXISTING BLOCK WALL CONSTRUCTION. PAINT WALLS TWO FINISH COATS IN COLOR SELECTED BY OWNER.
- ⑭ INSTALL STAINLESS STEEL STALL PARTITIONS.
- ⑮ INSTALL AN EXISTING SALVAGED DOOR IN A NEW METAL FRAME.



INDIANA STATE UNIVERSITY
Facilities Management Department
951 Sycamore Street
Terre Haute, Indiana 47804
Phone: (812) 257-8100 Fax: (812) 257-7630

REST ROOM RENOVATION
HOLMSTEDT HALL

FIRST FLOOR PLAN

DATE:	1/30/2018
SCALE:	1/4" = 1'-0"
DRAWN BY:	S. STILLMAN
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REVISIONS	
1	
2	

SHEET NO.
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OF SHEETS