

SECTION 00 91 13.3 – ADDENDUM 3

A.1 PROJECT INFORMATION

- A. Project Name: Hendricks County Coroner Office.
- B. Owner: Hendricks County Board of Commissioners.
- C. Architect: arcDESIGN, PC.
- D. Architect Project Number: 23158.
- E. Date of Addendum: January 5, 2024.

A.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders . This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum, at same time and location.

A.3 ATTACHMENTS

- A. This Addendum includes the following attached Documents:
 - 1. Revised Bid Form.
 - 2. ADA Shower Cut-Sheet.
- B. This Addendum includes the following attached Drawings:
 - 1. Sheet A101 DEMOLITION PLANS (Reissued):
 - a. This sheet is reissued to clarify information included in Addendum 2.
 - 2. Sheet A131 REFLECTED CEILING PLANS (Reissued):
 - a. This sheet is reissued to clarify information included in Addendum 2.

A.4 QUESTIONS AND ANSWERS

- A. Question: We noticed on the bid form that it is calling out an Alternate #01 to provide a new west facing pre-manufactured vestibule. We cannot find this alternate called out anywhere on the drawings. Can you please advise on if this alternate should be included or not?
 - 1. Answer: Alternate #01 is not part of this project. See revised bid form (Attached Document).

- B. Question: Plumbing indicates "see architectural for ADA shower model" but none is listed in the architectural documents.
1. Answer: See attached ADA Shower Cut-Sheet (Attached Document).
- C. Question: On drawing A111 there are 4 windows marked 112 in the multipurpose room. There is also 1 window in the Family room and 1 in the reception room. Will these windows be receiving any kind of treatment?
1. Answer: Only the (4) windows marked in the multipurpose room will receive window treatments.
- D. Question: Could you please provide a contact for the window treatment. On page A151 the phone number and email are incorrect. Emails are getting kicked back and the phone number is not valid.
1. Answer: The SWF Contract representative is Valerie Vondrak.
Phone: 317-517-8700
Email: vvondrak@kma.bz
- E. Question: The toilet accessory specs only call out Bobrick, no model numbers though. Can you supply model numbers? Would you be okay with ASI equivalents to the Bobrick items?
1. Answer: Please use ASI equivalents to the Basis of Design Bobrick items indicated.
- F. Question: Can you provide the Acoustic Ceiling Panel Model Number for the products indicated on the Finish Legend?
1. Answer:
 - a. For APC1, please price the High NRC/CAC tile, item number 86345.
 - b. For APC2, please price the High NRC/CAC Healthcare tile, item number 86152.
- G. Question: Do you know the deck height at the coroner's office? Some of these walls go floor to deck. I need the deck height to know how long the studs will be that extend to the underside of the roof / deck. I'm estimating drywall, drywall framing, and ACT.
1. Answer:
 - a. Deck height varies through the existing north end where a pitched / vaulted ceiling comprised the original car dealership show room called "SALES AREA" on Sheet A101. This ceiling ranges from 10 to 18 feet.
 - b. Deck height south of the "SALES AREA" identified on Sheet A101 ranges from 14'-8" at the north end to 13'-4" at the furthest interior room south.

END OF DOCUMENT 00 91 13.3

REISSUED BY ADDENDUM THREE (3) January 5, 2024

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SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE:

Coroner Relocation

Hendricks County, Indiana

BOARD OF COUNTY COMMISSIONERS

Phyllis A. Palmer, Commissioner, President
Bob Gentry, Commissioner, Vice President
Dennis W. Dawes, Commissioner

AUDITOR

Nancy Marsh

FACILITIES MANAGER

Kevin Cavanaugh

Prepared by

arcDESIGN, PC

201 N. Delaware Street, Suite B
Indianapolis, IN 46204

Prepared For

Hendricks County Facilities Department
355 South Washington Street Suite G20
Danville, IN 46122
317-745-9236

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NOTICE TO BIDDERS

Notice is hereby given that the Board of Commissioners of Hendricks County, Indiana will receive sealed bids for:

Coroner Relocation

Location:
1475 E. Main St.
Danville, Indiana 46122

Bids will be received at the following location, no later than the times shown:

Office of the Hendricks County Facilities Department
Ground floor, Suite G20, of the Hendricks County Government Center
355 South Washington Street, Danville, IN
9:00 AM local time on the 9th day of January, 2024.

At the time and date shown for the Office of the Board of Commissioners, all bids will be publicly opened and read aloud in the presence of those concerned. Any bids received after the hour stated above will be returned unopened.

The proposed construction will consist of: a Unified Bid for Architectural, Interiors, Mechanical, Electrical and Plumbing scope to renovate approximately 4,300 sf of existing office space for a new County Coroner Office Suite, as more fully set forth in the Plans and Specifications. The work shall be performed in accordance with the provisions of this Notice, the General and Special Provisions, the Contract, and the Plans and Specifications for this project.

The bid shall include the furnishing of all materials, equipment, and labor as indicated in the Drawings and Specifications.

Any and all permits are to be procured by the successful Bidder.

All bids shall be properly and completely executed on the forms as required by the Contract documents and will include the Non-Collusion Affidavit as required by the statutes of the State of Indiana.

Each bid shall be accompanied by the deposit of an acceptable certified check or cashier's check payable to the Board of Commissioners of Hendricks County, Indiana or a satisfactory bid bond executed by the bidder and an approved surety company in an amount not less than ten percent (10%) of the total amount of the bid.

The successful bidder will be required to furnish a performance bond with good and sufficient surety in an amount equal to one hundred percent (100%) of the total amount of the bid; a payment bond equal to one hundred percent (100%) of the total amount of the bid; a maintenance bond for a period of one (1) year after completion of the project equal to twenty percent (20%) of the bid; and proof of insurance as specified in the General Provisions.

No bidder may withdraw his bid for a period of sixty (60) days after the opening of the bids. The Board of Commissioners of Hendricks County reserves the right to reject any/or all of the bids and/or waive any formalities or irregularities in the bidding.

Bidding documents will be available Friday November 24, 2023. Please contact the Eastern Engineering Distribution Department, 9901 Allisonville Road, Fishers, Indiana 46038, Ph. 317-598-0661, <https://distribution.easternengineering.com> for deposit and purchase information.

An in-person pre-bid meeting is scheduled for 2:00 pm, local time, on Tuesday December 5, 2023. All interested parties should assemble at north entry to the Shafer Center at 1475 E. Main St, Danville, Indiana, 46122.

Notice to Bidders dated this 14th day of November, 2023

BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA

Phyllis A. Palmer, President

Bob Gentry, Vice President

Dennis W. Dawes, Commissioner

ATTEST:

Nancy Marsh, County Auditor

BID

To the Board of Commissioners
of Hendricks County, Indiana

Pursuant to the legal notice that sealed bids will be received for the construction of the following project:

Coroner Relocation
Location:
1475 E. Main Street
Danville, Indiana 46122

Completion: 150 calendar days

The undersigned hereby tenders this bid to construct the work in accordance with The Plans, Specifications, and all authorized revisions for this Contract which are on file in the Office of the Hendricks County Engineer; and to furnish all necessary machinery, equipment, tools, labor, and other means of construction; and to furnish all material specified in the manner and at the time prescribed and under the supervision and direction of the Engineer or his duly authorized representative and pursuant to the terms of the bond filed herewith for the unit prices given on the attached Itemized Bid.

The Bidder shall fill in all unit prices on the Bid documents. His lump sum bid will be obtained by summing the extensions of the unit price times the quantities for all items of work listed on the Bid documents. All bids are subject to review by the County. Errors in extensions may be corrected by the County using the listed unit prices or may be grounds for rejecting the bid in its entirety.

The unit prices, if shown in the bid documents, will be used in the event change orders are required for additional/deductive amount of work as may be ordered by the County. Actual payment for project completion will be made on the basis of a lump sum, said sum being the total of all scope of work to complete the project in its entirety.

No payment will be made for any item that was not performed as per plans and specifications unless the change in plans, methods or procedure has been authorized by an approved Change Order.

The undersigned has reviewed the existing conditions and required quantities and finds them to be correct as required to construct the completed project shown on the Plans and prescribed on the Specifications. In the case that the Board of Commissioners orders changes in the Plans and/or Specifications, such changes will be made through the written Change Order process, only with the written authorization of the County Facilities Manager.

If awarded the contact, the undersigned promises to prosecute the work so as to complete the Contract within the time specified above.

The undersigned has:

- A. Executed the form of Contract filed herewith, which execution shall be regarded as the signing of the Contract for the proposed work and shall be in full force and effect from the date of the signature of the Board of County Commissioners of Hendricks County;

- B. Executed the Non-Collusion Affidavit filed herewith;
- C. Filed a satisfactory bid bond, certified check, or cashier's check herewith in an amount equal to ten percent (10%) of the total amount of the Bid;
- D. Executed Form No. 96, "Contractor's Bid for Public Works," as prescribed by the State Board of Accounts;
- E. Included a financial statement.

Witness our hands this _____ day of _____,

Name of Firm _____

Address _____

By: _____

Title _____

Attest: _____

Title _____

(Second Company Officer)

IN TESTIMONY WHEREOF, the above bidder has hereunto set his hand and seal this _____ day of _____.

My Commission expires: _____

Notary Public

County of Residence: _____

Printed

BID

LUMP SUM BASE BID

The undersigned Bidder, with a complete understanding of existing conditions at the Project Site and a complete understanding of the Bidding Documents, including any Addenda acknowledged hereinafter, for The Coroner Office Relocation, as prepared by arcDESIGN, P.C., hereby proposes to complete the project, in full and complete accordance with the requirements of the Bidding documents, for the LUMP SUM BASE BID PRICE of:

Dollars	\$
(written amount)	(numerals)

ALTERNATE PROPOSALS

Alternate proposals are requested under Alternates of the Bidding Documents. The alternate proposals shall indicate the amount to be added to or deducted from the Lump Sum Base Bid if the alternate proposal is accepted by the Owner. The alternate proposal shall include all costs necessary for the complete installation of the materials or items indicated for the alternate proposal, including materials, labor, equipment, operations, administration, overhead, profit, and taxes (as applicable).

The alternate proposal shall also include all costs for changes in the work (including work of other Separate Contracts) that will be made necessary by acceptance of the alternate proposal.

The Bidder shall submit prices for all the alternates listed below in the manner indicated. Cross out (Add) or (Deduct) as applicable. If there is no change in price to the Lump Sum Base Bid, write in "No Change".

(No Alternates). (Alternate Three (3))

(Add / Deduct)

Dollars	\$
(written amount)	(numerals)

CONTRACT

THIS AGREEMENT, made and entered into by and between the Board of Commissioners of Hendricks County, Indiana as party of the first part, hereinafter called the "County", and

Name

Address

as party of the second part, hereinafter called the "Contractor":

WITNESSETH that for and in consideration of the mutual covenants herewith enumerated, the County does hereby hire and employ the Contractor to furnish all materials, equipment, and labor necessary and to fully perform the work designated as follows:

Coroner Relocation

Location:

1475 E. Main St.

Danville, Indiana 46122

According to the Plans and Specifications on file in the Hendricks County Facilities Department and any supplemental or special provisions set or referred to in the Contractor's attached Bid under the supervision of the Hendricks County Facilities Department and hereby agrees to pay the Contractor in accordance with the Contractor's attached Bid, dated _____, which sums the Contractor agrees to accept in full payment of such work.

It is further mutually agreed that this Contract consists of the following components:

1. Notice to Bidders
2. Bid
3. Itemized Bid
4. Contract
5. Non-Collusion Affidavit
6. General Provisions
7. Special Provisions
8. Addenda (if issued)
9. Performance and Payment Bond
10. Contractor's Bid, Form No. 96
11. Financial Statement of Bidders
12. Plans
13. AIA A201 General Conditions 2017, included by reference

The Contract components are complementary and what is called for by one shall be as binding as if called for by all.

The Contract amounts may be paid to the Contractor upon progress estimates of completed work

prepared by the Engineer, but progress payments shall not exceed ninety percent (90%) of any such estimates less the total amount of properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished or other services rendered in the carrying forward, performance, and completion of this Contract and which estimates shall also be subject to the provisions of the Standard Specifications on file in the Hendricks County Facilities Department and made a part thereof.

Before any final estimate is paid to the Contractor, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid or he shall consent to the withholding by the County from this final estimate of sums sufficient to cover any such indebtedness, which sums may be held until such indebtedness is settled. No moneys due on this estimate shall be paid until the work is fully completed and accepted as provided in the Specifications nor until at least sixty (60) days after the last work and labor are performed.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of this _____ day of _____, 2024

BOARD OF COMMISSIONERS OF HENDRICKS COUNTY, INDIANA

Phyllis A. Palmer, Commissioner, President

Bob Gentry, Commissioner, Vice President

Dennis W. Dawes, Commissioner

STATE OF INDIANA)
COUNTY OF)

Before me, the undersigned Notary Public in and for said County, personally appeared Board of Commissioners of Hendricks County, Indiana, Phyllis A. Palmer, Bob Gentry & Dennis W. Dawes on this _____ day of _____, 2024

Witness my hand and seal this last named date.

My Commission expires:

County of Residence:

Notary Public

Printed

SIGNER OF CONTRACT FOR SECOND PARTY

Name of Firm _____

Address _____

By: _____

Title _____

Attest: _____

Title _____

(Second Company Officer)

STATE OF INDIANA)
COUNTY OF)

Before me, the undersigned Notary Public in and for said County, personally appeared _____, party of the second part, and acknowledged the execution of the foregoing Contract on this _____ day of _____, Witness my hand and seal this last named date.

My Commission expires:

County of Residence:

Notary Public

Printed

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
 COUNTY OF _____)

_____, representing _____
 _____ having first been duly sworn, states that he is a bidder for the work described in the foregoing bid:
 _____, of which this Affidavit is a part; that said bid is submitted
 in good faith and not as a speculation or to be assigned or relinquished and will be executed and fulfilled
 by said bidder according to its terms, if accepted, according to the Plans and Specifications for said project;
 that this bidder has not offered to or received from any person, firm, board, commission, trustee, or
 corporation any sum of money or consideration for the making of said bid. That no inducement of any form
 or character other than that which appears upon the face of the bid will be suggested, offered, paid, or
 delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract
 nor has this bidder any agreement or understanding of any kind whatsoever with any person whomsoever
 to pay, deliver to, or share with any person in any way or manner any of the proceeds of the Contract sought
 by this bid; that said bidder has not directly or indirectly made any arrangements, contract, or understanding
 with any bidder or bidders concerning the amount of said bid nor has such bidder in any way colluded,
 conspired, connived, or agreed in any manner or form with any person whomsoever to influence any bid
 for said Contract either directly or indirectly.

I swear, under the penalties of perjury that the foregoing representations are true and accurate to the
 best of my knowledge and belief.

STATE OF INDIANA)
 COUNTY OF)

Before me, the undersigned Notary Public in and for said County, personally appeared
 _____, party of the second part, and acknowledged the execution of the
 foregoing Contract on this _____ day of _____,

Witness my hand and seal this last named date.

My Commission expires:

Notary Public

County of Residence

Printed

HAZARDOUS MATERIALS STATEMENT

Per an agreement between _____ (Contractor) and Hendricks County in which the Contractor has agreed to perform certain work on County property for an agreed fee or rate, the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous substances under OSHA's Hazard Communication Standard. The Contractor recognizes this use of hazardous substances by the County and acknowledges notification that a chemical inventory and the accompanying Material Safety Data Sheets are on file in each department within Hendricks County government.

It is the Contractor's responsibility to inform his employees of the described hazardous substances and protective measures suggested by the County. It is the Contractor's further sole responsibility to ensure that Contractor's employees observe protective measures during the performance of their duties, which are at least as stringent as the protective measures suggested by the County.

The Contractor agrees that, in the event that he shall be required to bring any hazardous substances onto County property during the performance of its job, he shall notify the Hendricks County Facilities Department in advance and suggest to the County the appropriate protective measures to be observed by County employees.

Hendricks County specifically reserves the right to interrupt or terminate the Contractor's work if the Contractor should fail in whole or in part to comply with these terms and the Contractor shall be prohibited from renewing such work in progress until all applicable safety and health procedures are implemented.

Agreed this _____ day of _____.

CONTRACTOR

HENDRICKS COUNTY COMMISSIONERS

Phyllis A. Palmer, President

Printed

Bob Gentry, Vice President

Company Name

Dennis W. Dawes, Commissioner

CHECKLIST FOR BIDDERS

This list is intended to assist in the preparation of the bid documents. It does not relieve the Bidder of any responsibility regarding the examination, completion, and execution of the bid documents.

BID FORM

- _____ Insert total bid (show dollar amount in words and numerals)
- _____ Insert total Alternate(s) costs (show dollar amount in words and numerals)
- _____ Provide Company Name
- _____ Sign Bid, date and Notarize

CONTRACT

- _____ Contractor's name and address
- _____ Date of Contractor's bid
- _____ Sign Contract (for second party) and have notarized

NON-COLLUSION AFFIDAVIT

- _____ State and county
- _____ Signer's name
- _____ Company name
- _____ Project being bid on
- _____ Sign and have notarized

HAZARDOUS MATERIALS STATEMENT

- _____ Contractor's name
- _____ Date and signature

ACKNOWLEDGEMENT OF ADDENDA

- _____ Insert addendum number and acknowledge with signature and date for all addenda issued.

FORM 96 (Not bound with Specifications)

- _____ Complete and attach to Bid

FINANCIAL STATEMENT (Not bound with Specifications)

- _____ Complete and attach to Bid

BID BOND (Not bound with Specifications)

- _____ Complete and attach to Bid

CHRONOLOGY - FOR INFORMATION ONLY

BID DELIVERY Delivery of: Bid, Itemized Bid, Contract (signed by Contractor), Non-Collusion Affidavit, signed Acknowledgment of Addenda (for each addendum), Form No. 96, Bid Bond, and Financial Statement due at locations, date, and times shown on Notice to Bidders.

AWARD OF CONTRACT will not exceed sixty (60) days after opening of bids.

EXECUTION OF CONTRACT - Delivery of: Performance Bond, Payment Bond, and insurance documentation due within ten (10) days after notification of bid acceptance.

PRE-CONSTRUCTION CONFERENCE - A pre-construction meeting is to be held after the Performance Bond, Payment Bond and Proof of insurance have been received by the County Engineer's Office.

NOTICE TO PROCEED - Notice to Proceed will be issued within fifteen (15) days after the pre-construction conference has been held.

CONTRACT COMPLETION - The Contract shall be completed within the number of calendar days shown on the Bid the first day of which shall be the date of the Notice to Proceed.

FINAL PAYMENT - Payment of the retainage figure shall be made after the Final Clearance of Indebtedness Form and the Maintenance Bond have been filed.

GENERAL PROVISIONS

I. GENERAL.

A. Ownership

The work on this Contract is in Hendricks County, State of Indiana. The land upon which this construction is to be performed is the property or leased space of the County of Hendricks or some other governmental unit and the making of the Contract for this project is the duty of the Board of Commissioners of Hendricks County, Indiana.

B. Definitions

"Specifications"

The following General Provisions are supplemental to and in addition to Indiana Department of Transportation "Standard Specifications", current edition.

Wherever in these Specifications the word "State" is referred to in the terms of owner, it shall be taken to refer to the County.

Wherever reference is made to the Indiana Department of Transportation, Director, or Chief Highway Engineer, it shall be interpreted as the County.

"Architect"

The architecture firm acting as the County's authorized representative.

"County"

The Board of Commissioners of Hendricks County, Indiana and the Hendricks County Engineer as its duly authorized agent.

"Contract"

The Contract as referred to shall be considered to be the written agreement entered into between the County and the Contractor for the execution of the contemplated work in full accordance with the Plans and Specifications.

"Contractor"

"The Contractor, as referred to herein, shall be considered to be any person, firm, partnership, association, corporation, or other business entity entering into a contract with the County for the performance of any part, or all, of the proposed work.

"Subcontractor"

The Subcontractor, as referred to herein, shall be considered to be any person, firm, partnership, association, corporation, or other business entity entering into an agreement or contract with the Contractor for the furnishing of labor or materials (or both) to the Contractor and which agreement or contract is not directly with the County.

"Owner"

The Board of Commissioners of Hendricks County.

AIA

American Institute of Architects

II. SUBMITTAL OF BIDS

A. Examination of Plans, Specifications, and Site of Work

The Bidder is expected to examine carefully the site of the work and the Bid, Plans, Specifications, Contract, and General and Special Provisions pertaining to the work contemplated. The submission of a Bid shall be considered prima facie evidence that he has satisfied himself as to the conditions to be encountered; the character, quality, and quantities of work to be performed and materials to be furnished; and the requirements of these Specifications and the Contract.

It is the intent of the Plans and Specifications to be explanatory of each other; however, should there be discrepancies between them; the Engineer's interpretation of the true intent shall be final and binding upon the Contractor.

If any errors or omissions appear on the Plans or in the Specifications, the Contractor shall promptly notify the Engineer and, in the event the Contractor fails to give such notice, the Contractor shall be held responsible for the results of such errors.

B. Contract Documents

Bidders will be furnished Contract Documents by the County which will state the location and description of the work contemplated; the approximate quantities of the work to be performed and materials to be furnished; the amount of the Bid guarantee; and the date, time, and place of filing and opening of Bids. The forms will also include any special and supplemental provisions or requirements, which vary from or are not contained in the Standard Specifications or on the Plans.

All forms required (with the exception of Form 96, the Financial Statement and Bid Bonds) are bound with the Specifications and are to be completed by each bidder and returned with the Specifications. A duplicate set of the bid sheet forms may be secured from the Engineer's Office for the bidder's file.

C. Financial Statement

Form 96, as prescribed by the Indiana State Board of Accounts, fully executed by the bidder, shall be a part of each bid.

D. Contract

Each bidder shall execute the formal Contract filed herewith, which execution shall be regarded as the signing of the Contract for the proposed work and shall be in full force and effect from the date of the signature of the Board of County Commissioners of Hendricks County.

E. Non-Collusion Affidavit

The Affidavit of Non-Collusion must be made by the person, member of the firm, or authorized officer of the corporation making the Bid; and, if made by a member of a firm or officer of a corporation, the Affidavit must be made on behalf of said firm or corporation.

F. Bid Bond

Each bidder shall include, as a part of his Bid, a certified check, a cashier's check, or a satisfactory bid bond in an amount of not less than ten percent (10%) of the bid amount. In no case shall any check or bond be less than the sum of one hundred dollars (\$100). Each certified check shall be certified by a reputable bank doing business in the State of Indiana. Certified checks, cashier's checks, or bid bonds will be returned to bidders whose bids are rejected after an acceptable contract has been signed.

If the successful bidder does refuse or neglect to enter into Contract with the County within ten (10) days from the time he has been notified of the acceptance of his bid, said check or bond shall be forfeited to the County as ascertained and liquidated damages for failure to do so.

Bid checks shall be made payable to the Board of Commissioners of Hendricks County, Indiana.

G. Discrimination in Employment

The Contractor shall agree for himself and all Subcontractors to adhere to the terms and provisions of the Indiana Fair Employment Practices Act.

H. Signatures

Each Bid must be signed in ink by the person, member of firm, or authorized officer of the corporation making the Bid. The title or position of the person signing said Bid must be shown under said person's name.

I. Corrections

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

J. Prices

Prices must always be stated in figures and shall be stated in words also where requested. All prices must be so distinctly expressed that there can be no doubt as to the meaning thereof. Illegible figures shall be just cause for rejection of any Bid.

K. Delivery of Bid

The Bid shall be submitted in an envelope which shall be sealed and plainly marked with a statement identifying the project to which the Bid applies and with the name and address of the bidder on the outside of the envelope. If not delivered personally, the sealed Bid, marked as indicated above, shall be enclosed in an additional envelope addressed to the Auditor of Hendricks County and forwarded, preferably, by registered mail. All Bids must be received by the County prior to the time and at the place specified in the Notice to Bidders.

L. Itemized Items

The itemized items shown on the Itemized Bid Sheet Form are intended to represent a completed project as shown on the Plans. In the event an item is not specifically noted on the Itemized Bid Sheet Form, but required to complete the project as shown on the plans, the cost thereof shall be included in other items of the contract as shown on the Itemized Bid Sheet Form.

III. LETTING AND AWARDING OF CONTRACT.

A. Opening of Bids

Bids will be opened publicly and read aloud at the time and place specified in the Notice to Bidders. Bidders, or their authorized agents, are invited to be present. Bids received after the time specified in the Notice to Bidders will be returned to the bidder unopened.

B. Withdrawal of Bids

Bidders may be given permission to withdraw any Bid after it has been deposited with the County and before being opened provided the bidder makes his request in writing. At the time of opening of Bids, when such Bid is reached it will be returned to the bidder unopened.

No Bid may be withdrawn, altered, or qualified after the scheduled time for opening and all Bids shall remain in effect for sixty (60) days unless set out otherwise in the advertised Notice to Bidders.

C. Irregular Bids

Bids will be considered irregular and may be rejected for the following reasons:

1. If the Bid is on a form other than that furnished by the Owner or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternative bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into a Contract pursuant to an award.
4. If the Bid does not contain a unit price or lump sum as listed for each pay item.
5. If the Bid contains obviously unbalanced prices.

The County may accept Bids to which irrelevant matter has been added or omitted upon the basis of unit prices submitted for the quantities listed on the Bid form.

D. Disqualification of Bidders

Only one (1) bid will be considered from any bidder on the same contract either under the same or different names.

Substantial evidence of one (1) or more of the following may be considered sufficient for the disqualification of a bidder and the rejection of any or all of his bids. The following items are listed as examples only. The County reserves the right to disqualify bids for other reasons that may arise.

1. Reasonable grounds for believing that any bidder is interested in more than one (1) Bid on the same Contract or that collusion exists among the bidders.
2. Dishonesty, lack of good faith, or lack of intent to do the work according to the Plans and Specifications.
3. Lack of competency.
4. Lack of responsibility as shown by past work and incomplete work which, in the judgment of the County, might hinder or prevent prompt completion of the work if awarded.

E. Award and Execution of Contract

Award of the Contract or rejection of all bids will be made within a period not to exceed sixty (60) days after opening of bids.

Bid bonds, certified checks, or cashier's checks of the unsuccessful bidders will be returned within a period of ten (10) days after an acceptable Contract has been signed. The bid bond,

certified check, or cashier's check of the successful bidder will be retained until he has entered into Contract and provided an acceptable Performance Bond, Payment Bond, and Insurance documentation.

No Bid shall be binding upon the County until the Contract form has been properly executed by the Contractor and approved by the County.

F. Performance Bond

Approved Performance Bonds guaranteeing faithful and proper performance of the work and executed by surety company with an AM Best Rating of A- or better will be required of the Contractor at the time that the Contract is awarded. The Bond is to be for one hundred percent (100%) of the Contract price and to be in full force and effect until the date of the final payment and acceptance of the work.

G. Payment Bond

The successful bidder shall execute a payment bond to the County at the time the Contract is awarded that is approved by the County in an amount equal to one hundred percent (100%) of the Contract price. The payment bond is binding on the Contractor, any Subcontractors, and their successors and assigns for the payment of all indebtedness to a person for labor and service performed, material furnished, or services rendered. The payment bond must state that it is for the benefit of the subcontractors, laborers, material suppliers, and those performing services. The surety of the payment bond may not be released until one (1) year after final payment and acceptance of the work.

H. Maintenance Bond

Upon completion of the required improvements, but prior to final payment and acceptance of the work, the Contractor shall provide a maintenance bond in an amount equal to one hundred percent (100%) of the Contract price. The bond shall provide that the Contractor will, at his own expense, make all repairs to said improvements which may become necessary by reason of improper workmanship or materials; but not including any damage to said improvements resulting from forces or circumstances beyond the control of said Contractor. This bond does not apply to regular maintenance of the improvements. The surety of the maintenance bond may not be released until one (1) year after the County's final payment and acceptance of the work.

I. Insurance

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance and proof of such insurance has been filed with the County. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor and proof is filed with the County.

Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be:

Commercial General Liability Insurance

\$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage) \$2,000,000 General Aggregate per Project
\$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury Limit

Business or Commercial Automobile Liability Insurance

\$1,000,000 combined single limit per accident

Workers' Compensation and Employers' Liability Insurance

\$100,000 Each Accident; \$100,000 Each Employee for Injury by Disease; \$500,000 Aggregate for Injury by Disease

Excess or Umbrella Liability (to overlay Employer's Liability, Automobile Liability and Commercial General Liability coverages at the limit of:

\$5,000,000 Occurrence /aggregate

The Contractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity under Article 4 Indemnification arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
7. Claims related to earth subsidence or movement, where the Work involves such hazards.
8. Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

WORKMEN'S COMPENSATION INSURANCE: The Contractor shall submit written evidence that he and all Subcontractors have, for the period of the Contract, obtained full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable State of Indiana Workmen's Compensation Insurance Laws.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: The Contractor shall submit written evidence that he and all Subcontractors have, for the period of the Contract, obtained full Comprehensive General Liability Insurance coverage. This coverage shall provide for both bodily injury and property damage. The Comprehensive General Liability Insurance will include, as an additional named insured, the County; the Engineer and his consultants; and each of their officers, agents, and employees.

BUILDERS' RISK "ALL-RISK" INSURANCE: The Contractor shall submit written evidence that he has, for the period of the Contract, obtained Builder's Risk "All-Risk" Completed Value Insurance coverage (including Flood and/or Earthquake) upon the entire project which is the subject of this contract and including completed work and work in progress. Such insurance shall include, as additional named insured: the County; the Engineer and his consultants; each of their officers, agents, and employees; and any other persons with an insurable interest designated by the County as additional named insured. Such insurance may have a deductible clause, but the amount of the deductible shall not exceed \$1,000.

Evidence: As evidence of specified insurance coverage, the County may accept certificates issued by the insurance carrier showing such policies in force for the specified period in lieu of actual policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage within ten (10) days notice in writing to be delivered by registered mail to the County. Should any policy be canceled before final payment by the County to the Contractor and the Contractor fails immediately to procure other insurance as specified, the County reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period. Should such insurance be canceled before the end of the guarantee period and the Contractor fails immediately to procure other insurance as specified, the County reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Suits and Damages: The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor or of his employees. The Contractor hereby agrees to indemnify and save harmless the County against all suits and actions of every name and description brought against the County for or on account of, any such injuries to real or personal property or injuries received or death sustained, by any person or persons, caused by said Contractor, his servants, agents, or employees in the execution of said work; or by or in consequence of any negligence regarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the County may be retained by the said County to protect itself against loss until such suit or claims for damages shall have been settled and evidence to that effect shall have been furnished to the satisfaction of the said County.

Indemnification: The Contractor shall indemnify and hold harmless the County and their agents and employees from and against all claims, damages, losses, and expenses including

attorney fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury to or destruction of tangible property (other than the work on the project) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, 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 County or any of its agents or employees 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 under this paragraph shall not be limited in any way by any limitation and the amount or type of damages, compensation or benefits payable to or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Contractor under this paragraph shall not extend to the liability of the Design Engineer, his agents, or employees arising out of the preparation of design, drawing, or specifications.

Additional Insureds: The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy and Excess or Umbrella Policy, all of which must be primary and noncontributory with respect to these additional insureds. The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least the length of the Statute of Repose in the state where the subject work is performed after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor on any individual Project, whichever is later.

The Contractor and Owner, along with their respective officers, agents and employees shall be named as additional Insureds on the Business or Commercial Automobile Liability Policy, which must be primary and noncontributory with respect to these additional insureds. It is expressly understood by the parties to this Subcontract that it is the intent of the Parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Excess or Umbrella and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all Projects during the policy term.

Prior to commencement of Work on any individual Project, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Subcontractor's Insurance policies shall provide for thirty (30) days' written notice to Contractor for cancellation or any change in coverage and be evidenced by the Certificate of Insurance. Copies of insurance policies shall promptly be made available to the Contractor upon request.

J. Notice to Proceed

The Contractor will receive a written Notice to Proceed within fifteen (15) days after the award and execution of the Contract. Execution of the Contract includes receipt of required bonds and proofs of insurance. The successful bidder must provide all required documents within ten (10) days from the time he has been notified of his bid's acceptance. (See Section II - G. Bid Bond.)

IV. CONTRACT TIME AND EXTENSIONS

A. Contract Time

The project must be completed and ready for occupancy by the County within the number of calendar days as set out in the Bid.

B. Beginning of Contract Time

Contract time shall consist of the number of calendar days stated in the Contract including all Sundays, holidays, and non-work days counting from the date of the Notice to Proceed. All calendar days elapsing between the effective dates of any orders to suspend work and to resume work for suspensions not the fault of the Contractor shall be excluded.

C. Failure to Complete Work on Time

While no liquidated damages are a part of this Contract, failure to meet the noted Construction duration will be cause for being disqualified for any future Hendricks County projects.

D. Delays

If the Contractor is delayed in the completion of the work by any act or neglect of the County or County's representative, by any other Contractor employed by the County, or by strikes, lock-outs, or fire, the time of completion may be extended for a reasonable time, such reasonable time as the County may decide. The Contractor shall, within five (5) days from the beginning of any such delay, notify the County in writing of the cause of such delay.

E. Extension of Contract Time

Determination and extension of time for completion of this Contract shall be at the discretion of the County except that extension of Contract time for completion will not be allowed on account of delay of work caused by "unsuitable weather" and no extension of time for any reason will be allowed unless the Contractor makes written application for "Extension of Contract Time of Completion" prior to the date of completion specified in the Contract. Such request shall contain in detail the reasons for which an extension is requested and the date to which the extension is requested.

V. EXECUTION OF PROJECT WORK

A. Permits and Licenses

The Contractor shall procure and pay for all necessary permits and licenses and shall observe and abide by all the applicable laws, regulations, ordinances, and other rules of the city, county, state, or other political subdivision where the work is to be performed (or any other duly constituted public authority) and further agrees to hold harmless the County from liability or penalty which might be imposed by reason of an asserted violation of such laws, regulations, ordinances, or other rules.

All permits and licenses which may be required due to construction methods such as but not limited to, borrow or disposal pits, stream crossings, causeways, work bridges, cofferdams etc., but which are not part of the contract documents shall be procured by the Contractor prior to beginning the work which requires the permit. All charges, fees and taxes shall be paid, and all notices necessary and incidental to the due and lawful prosecution of the work shall be given by the Contractor.

B. Open Burning

Open burning of any type will not be permitted on this Contract.

C. Construction Engineering

The Contractor shall furnish all stakes, templates, straightedges and other devices necessary of checking, marking and maintaining points, lines and grades.

Field notes shall be kept in standard field books in a clear, orderly and neat manner consistent with standard engineering practices. The field books shall become the property of the owner upon completion of the work.

The supervision of the Contractor's construction engineering personnel shall be the responsibility of the Contractor and any errors resulting from the operations of such personnel shall be corrected at the expense of the Contractor and at no additional cost to the Owner.

D. Patents

The Contractor shall defend all suits or claims and shall hold and save the County and Engineer harmless of liability of any nature or kind including costs and expenses for or on account of any patented or unpatented invention, article, or appliance manufactured or used

in the performance of his Contract including its use by the County.

E. Protection of Property

The Contractor shall at all times during the progress of the work properly protect the property of the County and any adjacent property from damage as a result of the execution of the Contract and shall be held responsible for any such damage.

F. Taxes

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations applicable to Hendricks County, Indiana. Owner is required by statute to withhold certain taxes, including Indiana State Gross Income tax, from all payments made to non-resident contractors who are corporations and to remit such tax quarterly to the Indiana Department of Revenue. A foreign corporation, which is registered with the Indiana Secretary of State to do business in Indiana, shall be exempt from this withholding requirement. Exemption certificates for the Indiana Gross Retail tax (sales tax) for property that becomes property of owner and all Federal Excise tax can be furnished by owner and therefore such taxes shall not be included in the contract price. Contractor may request exemption certificate forms directly from owner.

G. Inspections

The County shall schedule a pre-construction conference. The Contractor's superintendent in charge of the project must be present. The Contractor shall notify any other person whom he wishes to attend. The Contractor shall be prepared to ask and answer questions concerning the renovation and schedule.

The Contractor shall request a pre-final inspection and a completion checklist before the request for a ninety percent (90%) progress payment.

Notification of the pre-final inspection must be received by the County Engineer's Office between the hours of 8:30 a.m. and 3:30 p.m., eighteen (18) hours before their presence is required. Response to notice will be as rapid as possible, but subject to prior commitments. A Notice of Inspection is not an approval by the County or their authorized representative(s). Authorization to proceed occurs only when the County or their authorized representative(s) makes a favorable response to the Notice.

The County or their authorized representative(s) shall at all times have access to the work. They shall have the right to reject any of the materials and/or workmanship which is defective and requires correction.

H. Superintendence

The Contractor shall give his personal supervision to the work or have a competent superintendent, satisfactory to the County or their authorized representative(s) and with the authority to act for him onsite at all times.

The County will supply the Contractor with copies of Plans and Specifications and the Contractor will have available onsite at all times during the prosecution of the work one (1) copy of said Plans and Specifications. The Contractor shall give the work his careful attention to facilitate the progress thereof and shall cooperate with the County in every way possible.

I. Shop Drawings

The Contractor shall submit at least three (3) copies to the County or their authorized representative(s) for approval of the following: shop drawings; details; specifications; cuts; and drawings of such equipment and structural work as may be required. The Contractor shall make any changes or alterations required by the County or their authorized representative(s) and resubmit same without delay. The approval of the County or their authorized representative(s) shall not relieve the Contractor of responsibility for errors in the drawing as the County's or their authorized representative(s) checking is intended to cover compliance with the Plans and Specifications and not to enter into every detail of the shop work. No work shall be undertaken until the County or their authorized representative(s) has approved the supplied information.

J. Materials and Workmanship

All workmanship, materials, equipment, and other articles incorporated into the work shall be of the best grade of their respective kind for their particular purpose. Where, in these Specifications, one (1) or more materials, names, or articles of certain manufacturers are mentioned, it is done with the express purpose of establishing a basis of durability and efficiency and not for the purpose of eliminating competition. Other names of materials can be used if, in the opinion of the County or their authorized representative(s), they are equal in durability and efficiency to those mentioned and of a design in harmony with the work as outlined and if the County or their authorized representative(s) give written approval of a substitute before the articles and materials are ordered by the Contractor.

K. Changes in Plans and Specifications

The County may at any time, by a written order and without notice to the sureties, make changes in the Plans or in the Specifications omitting certain work or requiring additional work to be performed by the Contractor. If such changes materially affect the amount of work or the time required in its performance or increases/decreases the cost of the work to the Contractor, an equitable adjustment shall be made.

L. Extra Work

No claim for extra work will be considered unless such extra work has previously been ordered by the County or their authorized representative(s) in writing and the price therefore agreed upon before the extra work is started.

M. Unauthorized Work

Work done without lines and grades being given, work done beyond the lines and grades shown on the Plans or as given, except as herein may be provided, will be considered unauthorized and at the expense of the Contractor and will not be measured or paid for by the County. Work so done may be ordered removed at the Contractor's expense and risk.

N. Removal of Defective Work

Whenever inspection shows that portions of the work were not constructed in accordance with the Plans, Specifications, and terms of the Contract, the Engineer will require the Contractor to remove and replace such portions. Any expense incurred thereby or for the necessary removal of any other portion of the work in replacement of such unsatisfactory portions will be borne by the Contractor. Should the Contractor fail to remove or renew defective materials or work, the County shall have the authority to cause such work to be done at the Contractor's expense.

If the Engineer and County deem it expedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

O. Acceptance of Previous Work

Any Subcontractor who installs work over the surface of previous work accepts same as being satisfactory to provide a substantial first-class workmanship installation. If undersurface is such that this is not possible, said Subcontractor shall notify the Contractor and the County in writing so that proper corrective steps may be taken before any installation is made.

Installing work over previous work automatically denotes acceptance by Subcontractor.

NOTE: Contents of this paragraph concerning acceptance of previous work will be rigidly enforced. The full meaning and intent must be taken into consideration by each Subcontractor when submitting his bid.

NOTE: Should any questions arise as to the quality of materials or appearance of

workmanship, the decision of the Engineer becomes final.

P. Suspension of Work

The County shall have the authority to suspend the work wholly or in part for such period as he may deem necessary on account of:

1. Unsuitable weather conditions.
2. Failure on the part of the Contractor to carry out instructions given or failure to perform any or all provisions of the Contract.
3. Any other conditions which, in the judgment of the Engineer, makes it impracticable to secure first-class work.

If it should be necessary to stop work for an indefinite period, the Contractor shall store all material in such a manner that it will not become damaged in any way and he shall take every precaution to prevent damage or deterioration to the work performed. The Contractor shall not suspend work without the written authority of the County and the Architect.

Q. Termination of Contract

Should the Contractor be guilty of substantial violation of any provisions of the Contract or fail to prosecute the work in a satisfactory manner, the County may terminate the Contract by written notice to the Contractor.

In any such event, the County may take possession of the work including all materials; equipment; tools; and other appliances thereon and proceed with the completion of the work however he may deem expedient including the hiring of another Contractor under such form of Contract as the County may consider best.

Under these conditions, the Contractor shall not then be entitled to receive further payments until the work is entirely completed. Upon completion of the work, any balance of the Contract price shall be paid to the Contractor. Should the cost of completing the work exceed the Contract price, the Contractor and his sureties shall be held liable for and shall pay to the County the difference in cost.

Upon receipt of notice of the termination of the Contract, the Contractor shall immediately discontinue all operations in connection with the work and take all necessary precautions to protect the work from damage resulting from the stoppage of work.

It is agreed that the Contractor shall be entitled to a pro-rated compensation for the portion of the Contract already performed and, upon determination by agreement of the amount of said compensation, the County shall promptly pay the amount thereof to the Contractor upon the delivery by him of a release of all claims in connection with the Contract.

R. Asbestos

Indiana Rule 326 IAC 14-10 and Section 61.145 of the November 20, 1990 Federal Asbestos National Emission Standard for Hazardous Air Pollutants (NESHAP) requires that prior to the commencement of any demolition or renovation operation, the owner or operator of the

subject facility thoroughly inspect the affected facility or part of the facility where the operation will occur for the presence of asbestos, including both friable and nonfriable forms of asbestos. All friable asbestos-containing material must be removed from a facility being demolished or renovated before any wrecking or dismantling that would break up the materials or preclude access to the materials for subsequent removal.

All asbestos-containing materials must be removed before the intentional burning of a facility. Asbestos-containing material may not be burned. Indiana rule 326 IAC 14-10-4 (6) (A) and 329 IAC 2-21-5 (Special Waste) includes the proper labeling, packaging and disposal requirements for asbestos-containing waste. Indiana Rule 326 IAC 14-10 (Emission Standard for Asbestos: Demolition and Renovation Operations) requires written notification on a form provided by the Indiana Department of Environmental Management (IDEM) for renovation operations above a certain size and for all demolition operations (even if no asbestos is discovered during the inspection. 326 IAC 14-10 also requires that certain emission control procedures/work practices be followed (such as adequate wetting of the asbestos-containing materials) to ensure safe asbestos removal.

The Contractor shall be responsible for complying with all regulations regarding asbestos removal prior to demolition of all structures.

An asbestos inspection has been performed for the existing structure and the results of the inspection indicate that there are no regulated asbestos-containing materials present. A copy of the report is included as an attachment to these documents.

S. Testing

All materials and installation procedures shall comply with the I.N.D.O.T. "Standard Specifications" applicable sections and per the latest I.N.D.O.T. "Manual for Frequency of Sampling and Testing". The Contractor shall obtain certified tests from an independent and approved testing agency. The cost of all sampling and testing shall be the responsibility of the Contractor and shall be included in the cost of the other pay items.

T. Non-Discrimination

In compliance with Title VI of the Civil Rights Act of 1964 (Title VI); 49 CFR §26; and related statutes and regulations the Contractor hereby agrees:

That with respect to hire, tenure, terms, conditions, or privileges of employment of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor shall, by reason of race, color, religion, sex, national origin, or ancestry discriminate against any citizen qualified to do work to which the employment relates;

That no Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance or work under this Contract on account of race, color, religion, sex, national origin, or ancestry.

That this Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of this section of the Contract.

U. E-Verification Requirements

In compliance with the Senate Enrolled Act No. 590 (SEA 590), 117th General Assembly (2011), effective July 1, 2011, the Contractor hereby agrees:

That with respect to hire, tenure terms, conditions, or privilege of employment of employees for the performance of work, under this Contract, or any Subcontract hereunder, no Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor shall knowingly employ illegal immigrants.

The Contractor, subcontractor, or any person acting on behalf of such Contractor or subcontractor shall enroll and electronically verify the identity and employment eligibility of newly hired employees using the U.S. Citizenship and Immigration Services E-Verify system, <https://e-verify.uscis.gov/emp/>.

Within ten (10) business days of notification by Owner, the apparent lowest responsive Bidder will be required to submit documentation showing its employees are eligible for employment in the United States through E-Verify, as conditions to such Bidder being found by the Owner to be a responsible Bidder.

That the Contractor shall become familiar with all other applicable sections of SEA 590 and adhere to all provisions of the Act.

That this Contract may be canceled or terminated to the Owner, and all money due or to become due to the Contractor hereunder may be forfeited for violation of the terms or conditions of this section of the Contract.

VI. PAYMENTS, TITLE, AND GUARANTEE

A. Method of Payment

The Contractor shall submit to the Architect his requests for payment on the first (1st) of each month covering the portion of the Contract completed during the previous month. Payment requests submitted by the first (1st) will be paid on the fifteenth (15th) of the following month.

The request for payment submitted shall be examined by the Architect and, if found to be satisfactory, will be submitted to the County Auditor with the Engineer's recommendation for payment.

Payments shall be made by the County to the extent of ninety percent (90%) of the amount of the invoice, the remaining ten percent (10%) to be retained until the work is completed and the final payment made. Final payment shall not be made until at least sixty (60) days after the date of complete acceptance of the work by the County.

B. Payments Withheld

The Engineer may withhold or nullify in whole or in part, any payment necessary to protect the County from loss for any of the following reasons:

1. Defective work not properly corrected.
2. Claims filed or reasonable evidence indicating probable finding of such claims against the County.
3. Failure of the Contractor to make payments properly to his Subcontractors for material and/or labor.
4. A reasonable doubt that the Contract can be completed for the balance unpaid.
5. Damage to another Contractor or Subcontractor.

When the above-mentioned grounds are removed, payments shall be made for the amounts withheld after deducting any reasonable expenses directly attributable to above listed grounds for withholding payment.

C. Assignment

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder without the previous written consent of the County.

D. Title

The title to work completed and in progress and all materials which are stored onsite, which will be incorporated into the project, shall be with the County.

E. Scope of Payment

The compensation provided herein constitutes full payment for the work completed including: all supervision, labor, materials, tools, and equipment necessary for all work in the Contract; all loss or damage due to the nature of the work, the action of the elements, strikes or lockouts, accidents to either the workmen or the public, any unforeseen difficulties or obstructions which may arise during the prosecution of the work and all risks whatsoever connected therewith, until the work under Contract is finally accepted by the County and Engineer in an acceptable manner according to the Plans and Specifications.

F. Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the County a complete release of all liens arising out of the Contract or receipts in full in lieu thereof and, in either case, an affidavit that the release and receipts include all materials and labor for which a lien might be filed.

If any claim or lien remains unsettled after all payments are made, the Contractor shall refund to the County all moneys that the County may be compelled to pay to satisfy such claims.

G. Termination and Final Payment

When the Contractor has completed the work in an acceptable manner according to the terms of the Contract, the Engineer will prepare a final estimate for the work done and will furnish the Contractor with a copy of it. Before termination of the Contract, the Contractor shall furnish receipts for all debts incurred in the prosecution of such work or give satisfactory evidence and assurance to the Engineer that they have been paid. The Engineer, acting for the Board of County Commissioners, will then certify to the County Auditor the balance due the Contractor and said certificate will be deemed an acceptance of the completed Contract by the Board.

H. Guarantee

In addition to the specific guarantees required by the Specifications for the various branches of the work that will be performed under the Contract, the Contractor shall fully guarantee all the work performed and all of the materials to be furnished under the Contract against defects in material and workmanship for a period of one (1) year from the date of final acceptance of the completed work by the County. Neither the final certificate nor payment nor any provisions in the Contract documents shall relieve the Contractor of responsibility for faulty materials and workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage of other work resulting therefrom which may appear within a period of one (1) year from the date of the County's substantial occupancy usage of the structure.

SPECIAL PROVISIONS

None

ACKNOWLEDGMENT OF ADDENDA

The Contractor acknowledges receipt of the following addenda which are hereby made a part of this Construction Contract, as fully and effectually as if copied and set out herein in full length:

<u>ADDENDUM NO. & DATE</u>	<u>SIGNATURE</u>	<u>DATE</u>
ADDENDUM ONE (1) 12/08/2023		
ADDENDUM TWO (2) 12/22/2023		
ADDENDUM THREE (3) 01/05/2024		

SPECIFICATION SHEET

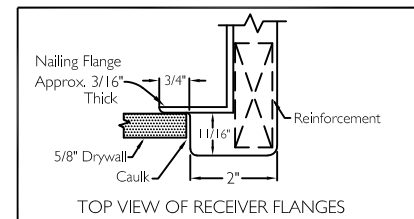
This shower enclosure shall be model SSS 3637 BF 3P .625, right. Finished surface shall be of a sanitary grade solid surface. The base shall be attached to the sump in such a manner to form an integral part with an inner and outer coating of polyester resin. Unit construction shall be of a molded reinforced fiberglass with a 15% minimum fiberglass content.

The unit shall have outside dimensions of 40 1/4" x 38 1/4" x 77 5/8". The unit shall meet ANSI Z124.12, CSA B45.5, ADA, and ICC/ANSI A117.1.

HANDED BY THE VALVE

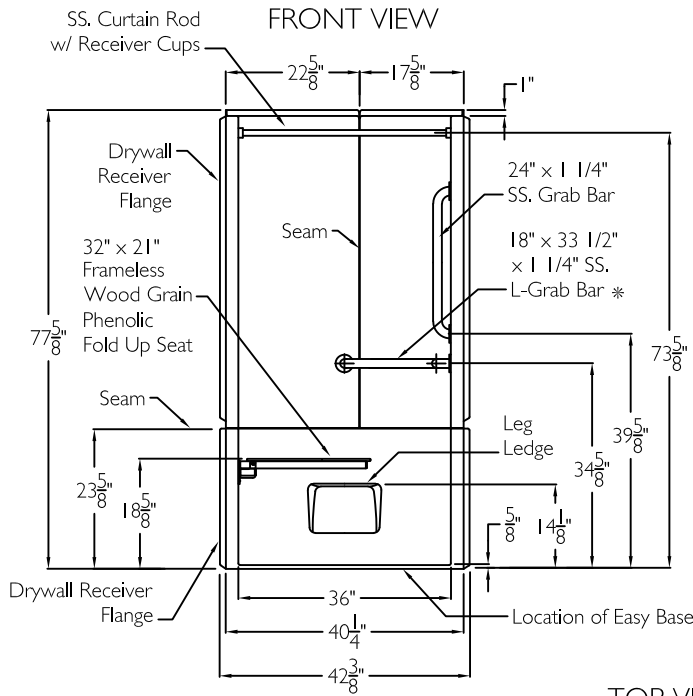
* For shower installation, L-grab bar must be removed so wall and base sections may be separated to apply caulking to seams.

The enclosure shall be equipped with the following accessories: 1) One 18" x 33 1/2" x 1 1/4" diameter stainless steel horizontal L-grab bar; 2) One 24" x 1 1/4" diameter stainless steel vertical grab bar, both with 1 1/2" statute clearance, mounted with stainless steel bolts, and secured from the rear with 3" x 3" x 11 gauge metal mounting plates; 3) 32" x 21" frameless wood grain phenolic fold up seat; 4) One inch diameter, 18 gauge stainless steel curtain rod with receiver cups; 5) Molded ledge on the back wall; 6) 3-piece sectional design; 7) Recessed receiver flange on both sides; 8) Factory installed Armor Core Easy Base; 9) 5/8" threshold.

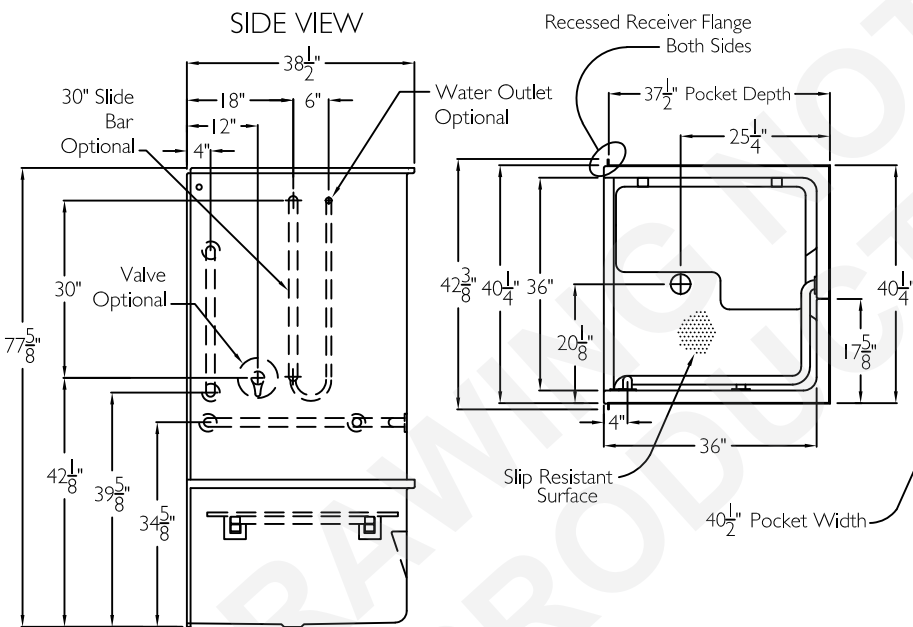


THIS UNIT FEATURES THE OUTSIDE DIMENSION OF 40 1/4" OF OVERALL WIDTH. THIS DOES NOT ALLOW FOR FULL ENCLOSURE OF THE BOLTS AND NUTS USED TO SECURE THE BARS AND SEAT IN PLACE. THE BOLT AND NUT COMBINATION SHOULD NOT PROTRUDE MORE THAN 3/4" ON EITHER SIDE OF THE SHOWER WALLS. THIS MAY REQUIRE THE NEED TO NOTCH STUDS TO ALLOW BOLT CLEARANCE FOR A DRYWALL ENCLOSED FIRE WALL INSTALLATION. ADJUSTMENT OF THE WALL BOARD MAY BE NECESSARY TO PROVIDE CLEARANCE OF THE BOLT(S) WHILE MAINTAINING THE INTEGRITY OF THE DRYWALL ENCLOSED FIRE WALL ENCLOSURE.

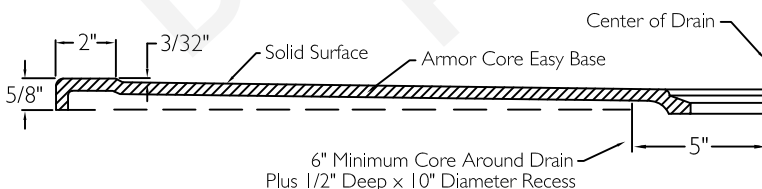
NOTE: THIS UNIT WILL NOT ACCEPT A DOOR.



TOP VIEW

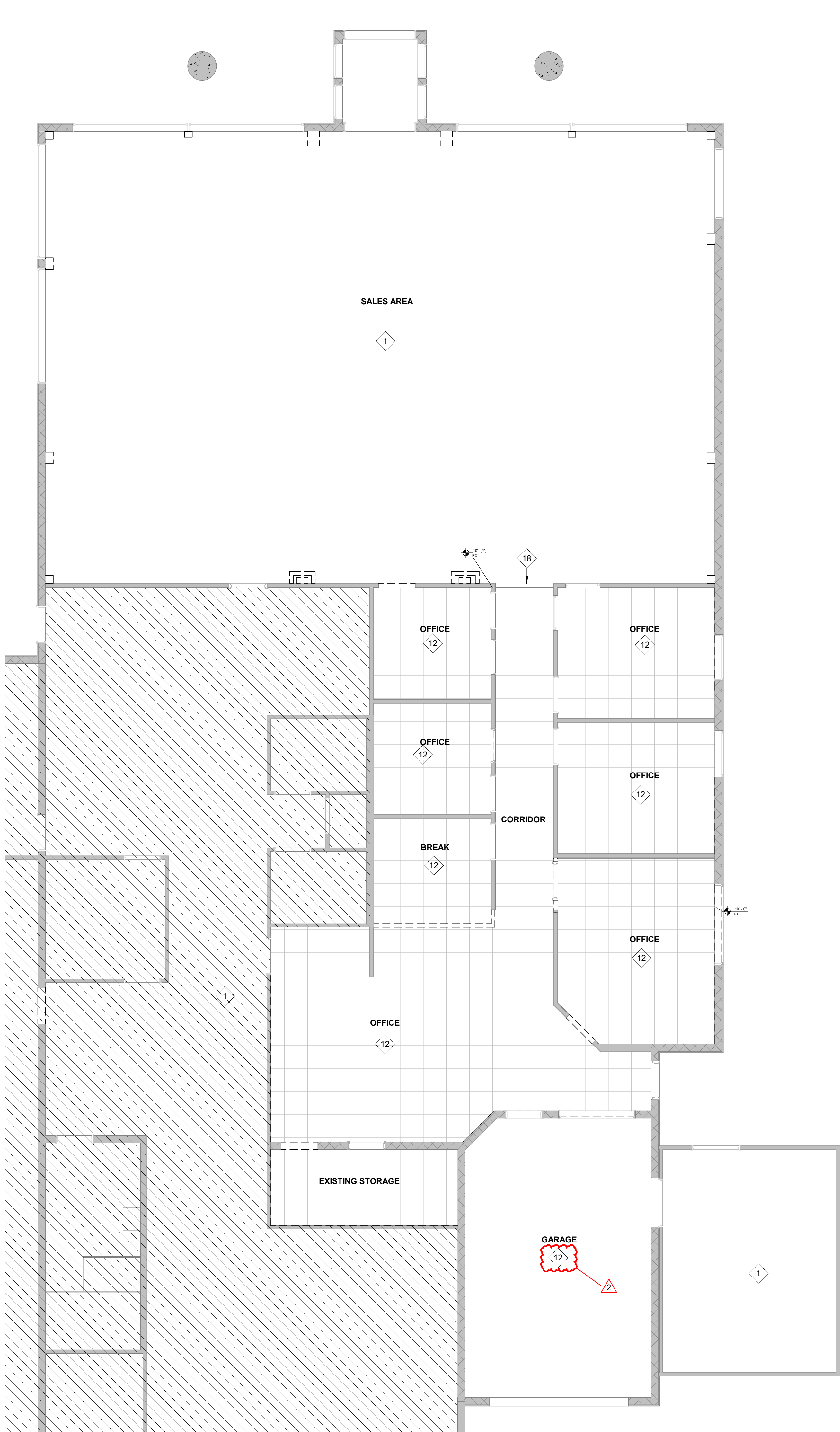


CROSS SECTION OF THRESHOLD

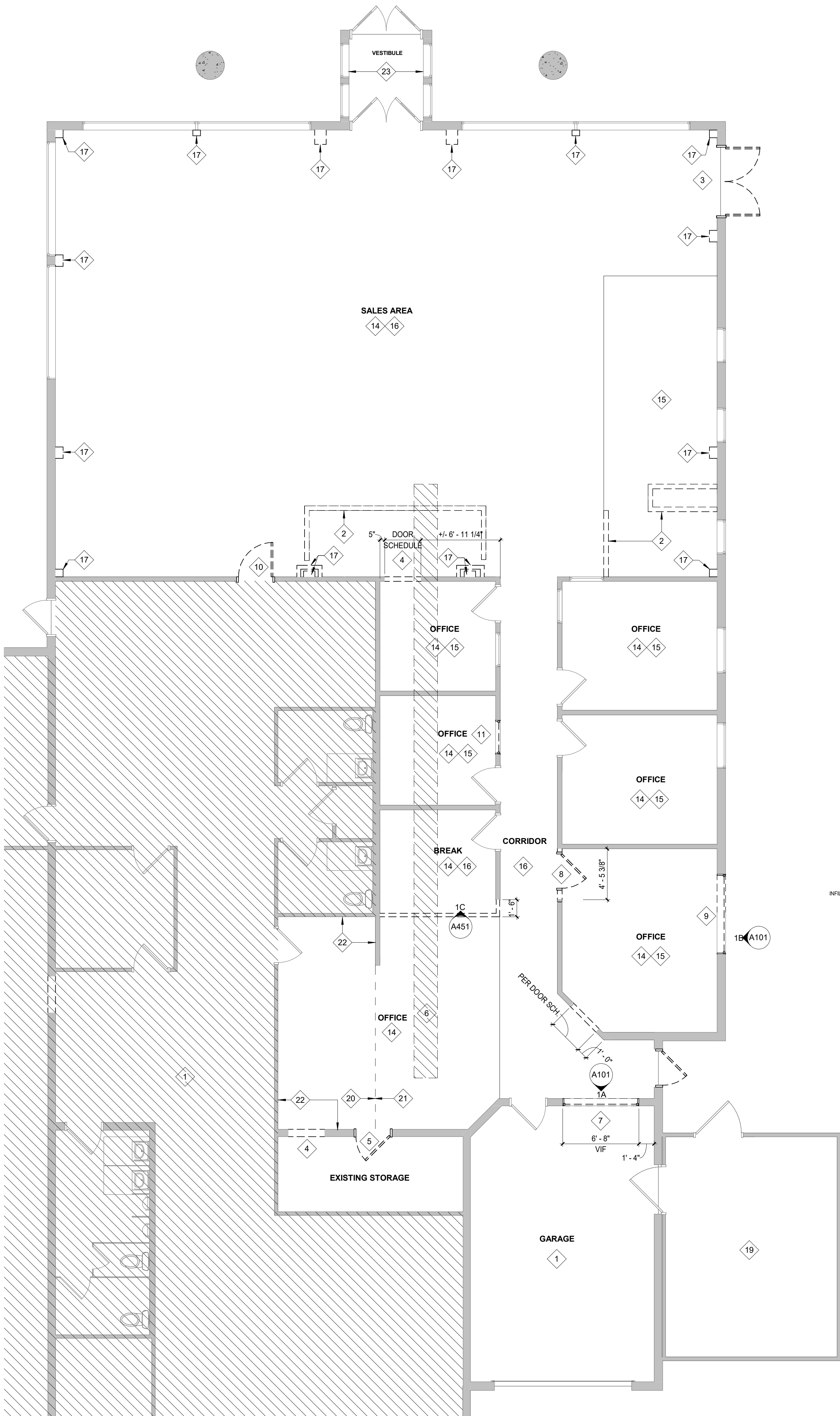


Job Name	Approved By Print Name	Date	COMFORT DESIGNS	
Project No	Approved By Signature		Model No. SSS 3637 BF 3P .625	
Comfort Designs 435 Industrial Road Savannah, TN 38372 tel 800.443.7269 fax 731.925.4290 www.comfortdesignsbathware.com	Architect		Drawing No. SSS 3637 BF 3P .625 SLB VB WGPB RRF CR Easy Base	
	Engineer		Date Issued. 4-3-12	Drawing Rev. 7-6-20
	Rep		Material. Solid surface	
	Wholesaler		Color.	
	Comments		Dimensions are in inches. Due to the nature of the materials dimensions may vary ± 1/2"	

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5A DEMO REFLECTED CEILING PLAN - FIRST FLOOR
3/16" = 1'-0"



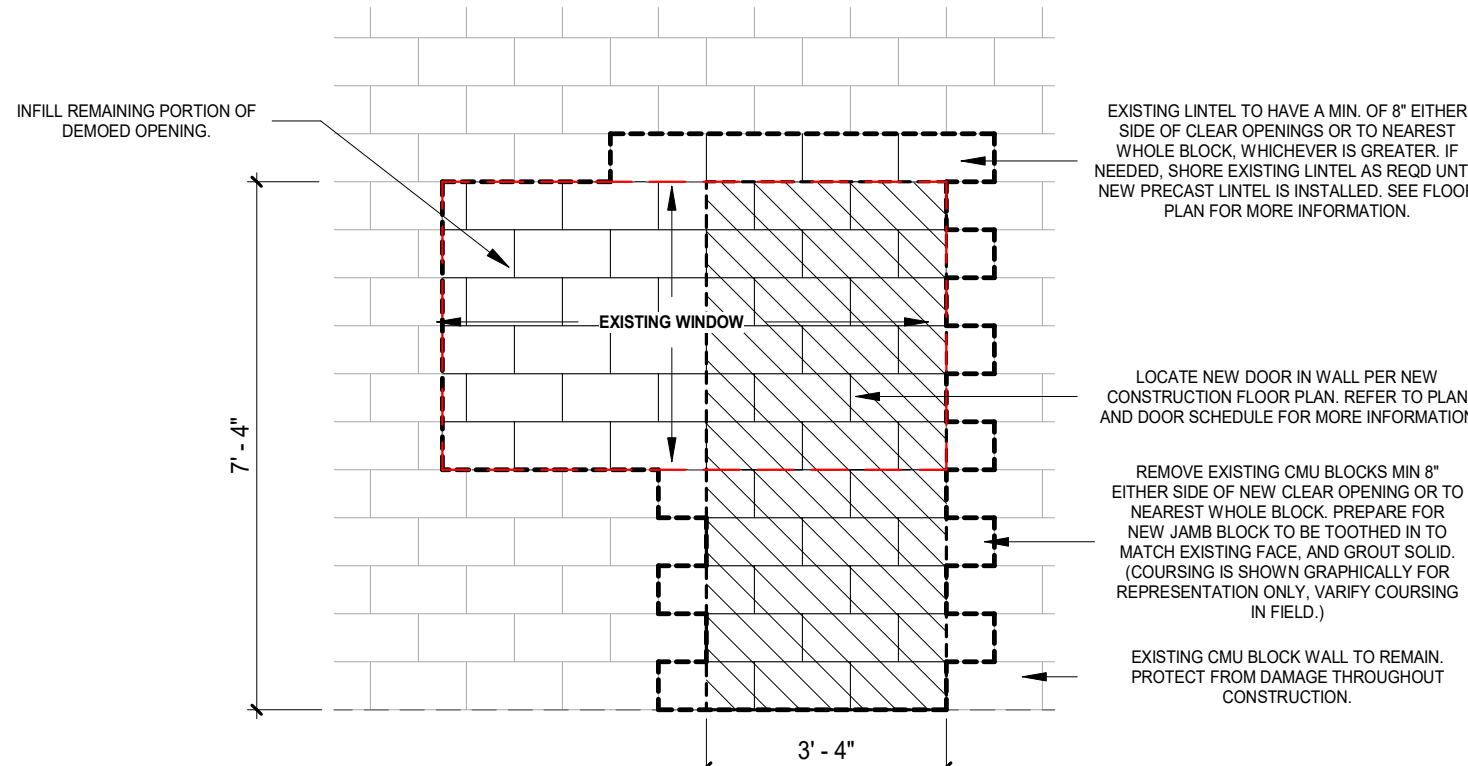
3A DEMOLITION PLAN - FIRST FLOOR
3/16" = 1'-0"

GENERAL NOTES: DEMOLITION PLANS

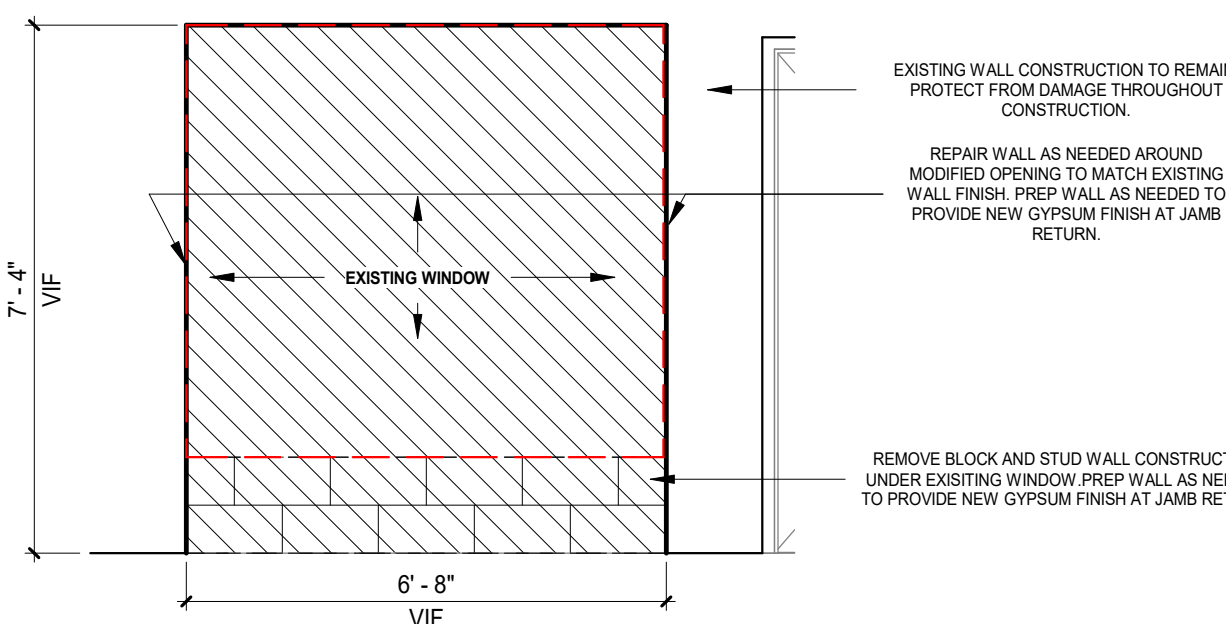
- A. REMOVE GYPSUM BOARD AS REQUIRED TO ACCOMMODATE IN WALL CONSTRUCTION AND SYSTEMS INSTALLATION.
- B. MAINTAIN FIRE RESISTIVE RATINGS OF ALL EXISTING CONSTRUCTION TO REMAIN.
- C. WHERE DEMOLITION OF BUILDING ELEMENTS IS INDICATED, REMOVE ALL PORTIONS OF CONSTRUCTION OF THAT ELEMENT INCLUDING ITEMS MOUNTED TO, HOUSED WITHIN, OR OTHERWISE DEPENDENT OF THE ELEMENT, UNLESS NOTED OTHERWISE.
- PROVIDE TEMPORARY CONSTRUCTION DUST PARTITIONS WITHIN THE CONSTRUCTION AREA THROUGHOUT THE DURATION OF THE PROJECT.
- WORK OUTSIDE THE IMMEDIATE CONSTRUCTION AREA DUST PARTITIONS WILL BE REQUIRED TO BE COMPLETED AFTER HOURS AT A TIME CONVENIENT WITH THE OWNER.

PLAN NOTES - DEMOLITION PLAN

- 1 NO WORK IN THIS AREA. PROTECT EXISTING FINISHES IN THIS AREA UNTIL CONSTRUCTION IS COMPLETED.
- 2 REMOVE PARTIAL WALL IN ITS ENTIRETY INCLUDING ITEMS INSTALLED, ATTACHED TO, AND/OR OTHERWISE DEPENDENT ON WALL CONSTRUCTION. COORDINATE WITH MEP DEMOLITIONS SCOPE.
- 3 REMOVE EXISTING EXTERIOR DOOR, FRAME, AND HARDWARE COMPLETE. PREPARE FOR WALL INFILL. REFER TO DETAILS FOR ADDITIONAL INFORMATION.
- 4 REMOVE PORTION OF EXISTING WALL FOR NEW HM DOOR AND FRAME. REFERENCE FLOOR PLAN FOR DOOR.
- 5 SALVAGE DOOR, FRAME, AND HARDWARE COMPLETE. REINSTALL AT NEW LOCATION PER FLOOR PLANS.
- 6 SAW CUT CONCRETE SLAB AS REQUIRED FOR NEW PLUMBING WORK. REFER TO P-SERIES FOR EXTENTS.
- 7 REMOVE BORROWED LIGHT COMPLETE. REMOVE CMU WALL CONSTRUCTION BELOW EXISTING OPENING TO REMAIN TO 8" BELOW FINISH FLOOR. PATCH WALL AND FLOOR AS REQUIRED FOR NEW MOTORIZED OVERHEAD COILING DOOR.
- 8 REMOVE PORTION OF WALL IN ITS ENTIRETY INCLUDING ITEMS INSTALLED, ATTACHED TO, AND/OR OTHERWISE DEPENDENT ON WALL CONSTRUCTION.
- 9 REMOVE EXISTING WINDOW AND FRAME COMPLETE. REMOVE PORTION OF EXISTING EXTERIOR WALL AS NEEDED FOR NEW DOOR. PREPARE REMAINING FOR WALL INFILL.
- 10 REMOVE EXISTING DOOR, FRAME, AND HARDWARE COMPLETE. REF. FLOOR PLAN FOR NEW DOOR & FRAME.
- 11 REMOVE EXISTING WINDOW AND FRAME COMPLETE. PREPARE FOR WALL INFILL.
- 12 REMOVE ACOUSTIC CEILING SYSTEM ASSEMBLY IN ITS ENTIRETY INCLUDING ITEMS INSTALLED, ATTACHED TO, AND/OR OTHERWISE DEPENDENT ON CEILING CONSTRUCTION.
- 13 REMOVE EXISTING CARPET AND RESILIENT BASE. EXPOSE AND CLEAN SUBSTRATE TO PREP FOR NEW FINISH.
- 14 PATCH AND REPAIR TO LEVEL 4 FINISH AT EXISTING GYPSUM BOARD TO REMAIN.
- 15 REMOVE EXISTING CERAMIC TILE AND RESILIENT BASE. EXPOSE AND CLEAN SUBSTRATE TO PREP FOR NEW FINISH.
- 16 REMOVE EXISTING DECORATIVE WOOD COLUMNS COMPLETE. PATCH AND REPAIR WALL FOR NEW FINISH.
- 17 EXISTING BULKHEAD TO REMAIN.
- 18 EXISTING REFRIGERATION UNIT - PROTECT FROM ALL WORK IN CONTRACT.
- 19 EXISTING CARPET TO REMAIN UP TO FINISHED FACE OF FUTURE NEW WALL. SEE SHEET A111 FOR WALL LOCATION.
- 20 REMOVE EXISTING CARPET AND RESILIENT BASE UP TO FINISHED FACE OF FUTURE NEW WALL. SEE SHEET A151 FOR LOCATION.
- 21 REMOVE EXISTING RESILIENT BASE.
- 22 REMOVE EXISTING HEATERS. SEE MECHANICAL SHEET SERIES FOR MORE INFORMATION.
- 23 REMOVE EXISTING HEATERS. SEE MECHANICAL SHEET SERIES FOR MORE INFORMATION.



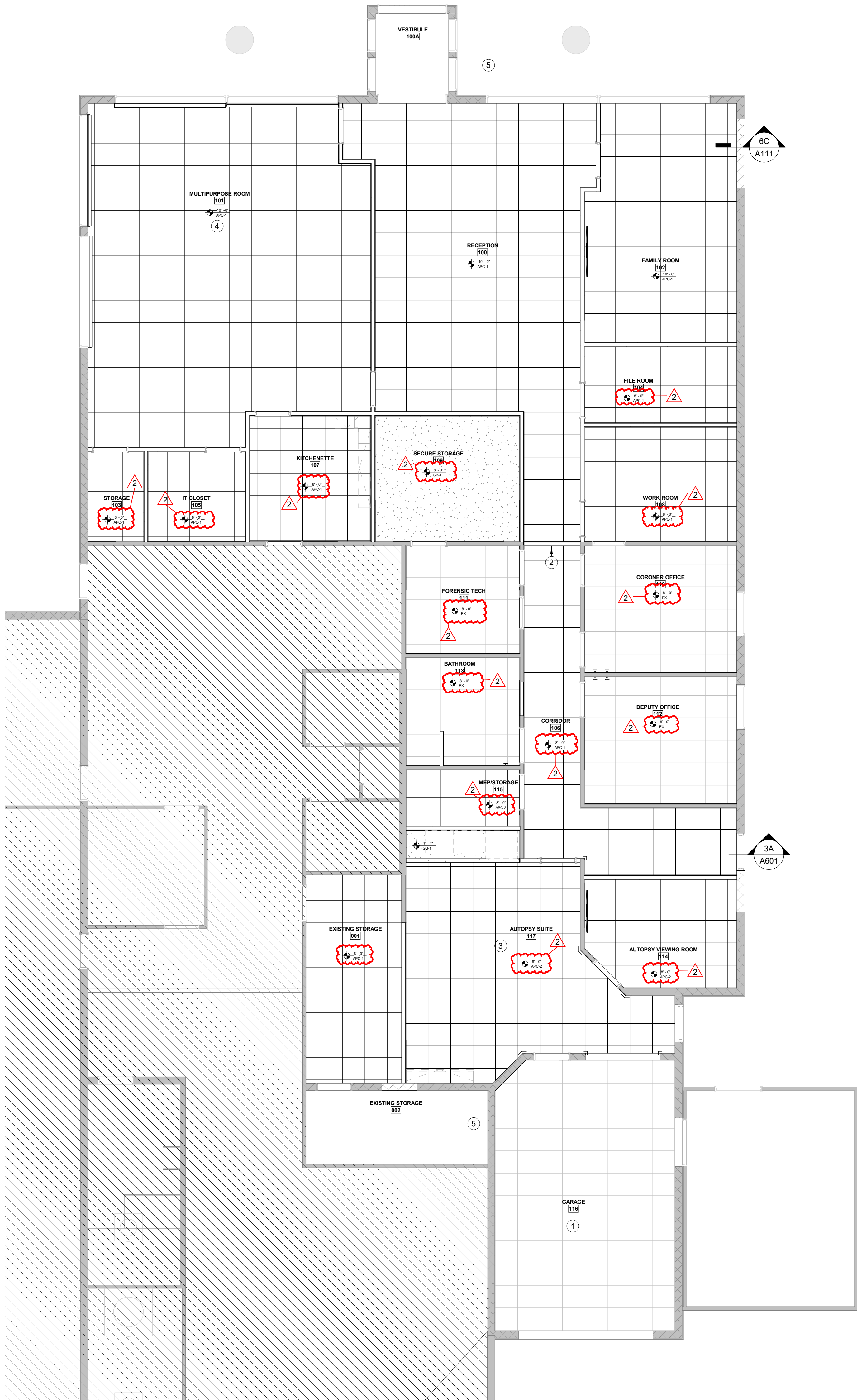
1B DEMOLITION ELEVATION - EXTERIOR WINDOW
3/8" = 1'-0" REF: 1/A1



1A DEMOLITION ELEVATION - CMU OPENING
3/8" = 1'-0" REF: 1/A1



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3A REFLECTED CEILING PLAN - FIRST FLOOR
3/16" = 1'-0" ✓

GENERAL NOTES: REFLECTED CLNG PLANS

- A. REFERENCE THIS SHEET FOR CEILING TYPES INDICATED BY CEILING TYPE & ELEVATION TAGS.
B. ELEVATIONS INDICATED FOR CEILINGS ARE TO THE BOTTOM OF THE SUSPENDED GRID, FACE OF GYPSUM BOARD, OR FACE OF FINISH MATERIAL SYSTEM INDICATED BY CEILING TYPE.
C. CENTER CEILING SYSTEMS IN ROOM UNLESS NOTED OTHERWISE BY ANNOTATION SUCH AS PLAN NOTE OR DIMENSION.
D. SEE SHEET A151 "INTERIOR FINISH LEGEND" FOR FINISHES SUCH AS PAINT OR COVERINGS APPLIED TO CEILINGS, SOFFITS, AND OTHER CONSTRUCTION DEPICTED IN THE REFLECTED CEILING PLAN.
E. SEE ELECTRICAL LIGHTING PLAN FOR LIGHT FIXTURES SHOWN IN REFLECTED CEILING PLANS.
F. SEE MECHANICAL VENTILATION PLAN FOR GRILLES, DIFFUSERS, DUCTS, AND EQUIPMENT DEPICTED IN REFLECTED CEILING PLANS.

PLAN NOTES - REFLECTED CEILING PLAN

1. EXISTING CEILING GRID TO REMAIN. INSTALL NEW CEILING PANELS.
2. EXISTING BULKHEAD FRAMING TO REMAIN. PROVIDE NEW GYPSUM FINISH.
3. NEW STRUCTURAL SUPPORT NEEDED FOR SURGICAL LIGHT. SEE ELECTRICAL SERIES FOR PERCISE LOCATION.
4. NEW STRUCTURAL SUPPORT NEEDED FOR PROJECTOR. SEE ELECTRICAL SERIESE FOR PERCISE LOCATION.
5. EXISTING CEILING TO REMAIN.

CEILING NAMING CONVENTION

A | P | C | - | 1

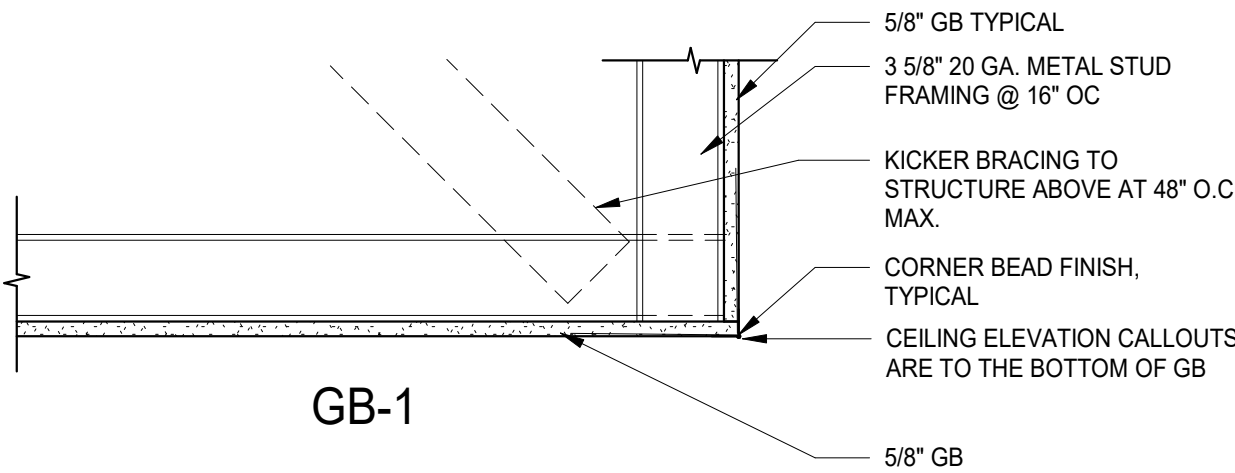
CEILING TYPE
GB = GYPSUM BOARD
APC = ACOUSTICAL PANEL CEILING

CEILING TYPE MODIFIER
SEE DRAWINGS

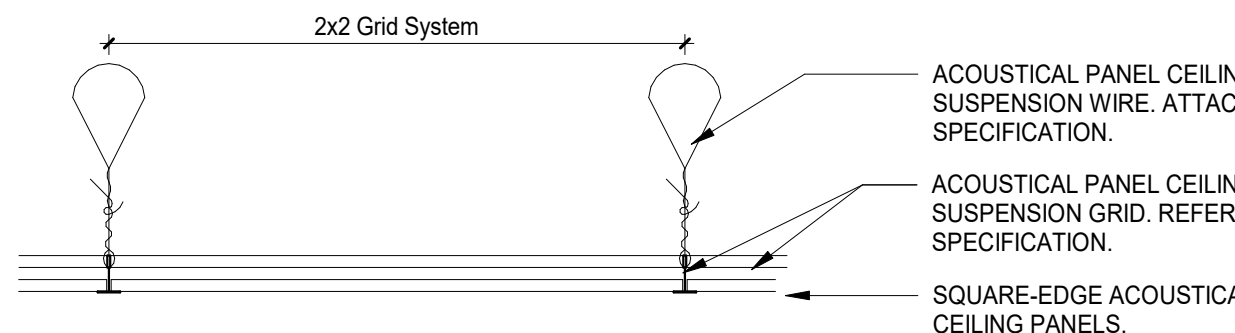
CEILING TYPES NOTES

REFER TO THE GENERAL NOTES ON SHEET A001 FOR ADDITIONAL REQUIREMENTS.

- A. REFERENCE DIVISION 9 SECTION "ACOUSTIC PANEL CEILINGS FOR REQUIREMENTS OF ACOUSTIC PANEL CEILING SYSTEMS, DECORATIVE PANEL CEILING SYSTEMS, AND DECORATIVE CEILING GRID SYSTEMS."
B. REFERENCE DIVISION 9 SECTIONS "NON-STRUCTURAL METAL FRAMING" AND "GYPSUM BOARD" FOR REQUIREMENTS AT GYPSUM BOARD CEILING ASSEMBLIES.
C. AT ALL CEILINGS IN WET AREAS, CONTRACTOR SHALL SUBSTITUTE WATER RESISTANT GYPSUM WALLBOARD FOR THE STANDARD GYPSUM WALLBOARD IDENTIFIED IN THE WALL TYPES.



GB-1



APC-1 AND APC-2

1A CEILING TYPES
1 1/2" = 1'-0" ✓

100% CONSTRUCTION DOCUMENTS

REVISIONS:

- 1 2023-12-08 ADDENDUM #1
2 2023-12-22 ADDENDUM #2
3 2024-01-05 ADDENDUM #3 (REISSUED)

DATE:

2023.11.17

arcDESIGN PROJECT NUMBER:

23158

CLIENT PROJECT NUMBER:

DRAWN BY:

AMD

DRAWING TITLE:

REFLECTED CEILING PLANS

DRAWING NUMBER:

A131

