

01/15/2024

Attn: Bidders

FOR

Addition and Renovation PTECH INNOVATION CENTER 700 N. Union Street Winchester, IN 47394

PROJECT 2275-1

Modifications described herein shall be incorporated in the Project Manual and Drawings for the subject project. All other provisions of the Project Manual and Drawings shall remain unchanged.

ADDENDUM NO. 2

Acknowledge receipt of this Addendum by inserting its number in the Proposal Form. Failure to do so may subject the Bidder to disqualification. This Addendum is a part of the Contract Documents.

Make the following modifications to the Specifications:

Add the attached Supplementary conditions section 00800 pages 1-9

Make the following modifications to the Drawings:

Drawing E1.1, E4.1. See revised sheets attached with revision clouds

End of Addendum



SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-1997, 1997 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. The term Engineer shall be substituted for the term Architect. The "Engineer" shall fulfill the responsibilities of the Architect.

ARTICLE 1: GENERAL PROVISIONS

- 1.2 Correlation and Intent of the Contract Documents
- 1.2.1 Add the following to the end of Subparagraph 1.2.1:

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

ARTICLE 3: CONTRACTOR

3.4 Labor and Materials

Add the following Subparagraphs 3.4.4 and 3.4.5 to Paragraph 3.4:

- 3.4.4 After the Contract has been executed, the Owner and the Engineer will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).
- 3.4.5 By making requests for substitutions based on Subparagraph above, the Contractor:
 - .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
 - .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - .4 will coordinate the installation of the accepted

substitute, making such changes as may be required for the Work to be complete in all respects.

3.7 Permits, Fees and Notices

Add the following Subparagraph 3.7.5 to Paragraph 3.7:

3.7.5 The Contractor will be required to observe all ordinances that may in any way affect the nature of the work he is doing and shall be solely responsible for any violations thereof. Also, he shall observe any rules or regulations of the State of Indiana and/or local health officials, and must take such precautions as necessary to avoid unsafe unsanitary conditions.

3.18 Indemnification

Delete Subparagraph 3.18.1 and substitute the following:

3.18.1 The Contractor agrees to indemnify and save harmless the Owner, Lessee, Engineer, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the Owner or Lessee, for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Contractor, be construed to include any and all successors to the currently named Owner, irrespective of how such succession occurred and/or who or what the successor(s) is or are.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

- 4.4 Resolution of Claims and Disputes
- 4.4.1 In the second sentence, delete the word "arbitration".
- 4.4.5 In the second sentence, delete the words "and arbitration".
- 4.4.6 Delete 4.4.6 without substitution.
- 4.4.8 Delete the words "or by arbitration".
- 4.5 Mediation
- 4.5.1 Delete the words "Arbitration or the".
- 4.5.2 Delete the third sentence.

4.6 Arbitration

Delete Paragraph 4.6 without substitution.

ARTICLE 7: CHANGES IN THE WORK

- 7.3 Construction Change Directives
- 7.3.6 In the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with Clauses 7.3.10.1 through 7.3.10.6 below."

Add the following Subparagraph 7.3.10 to Paragraph 7.3:

- 7.3.10 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - .1 For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
 - .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
 - .3 For each SubContractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.
 - .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5 percent of the amount due the Sub-subcontractor.
 - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
 - or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over 500 be approved without such itemization.

ARTICLE 8: TIME

- 8.3 Delays and Extensions of Time
- 8.3.1 In the first sentence, delete the words, "pending arbitration".

ARTICLE 9; PAYMENTS AND COMPLETION

- 9.3 Applications for Payment
- 9.3.1 Add the following sentence to Paragraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add the following Clauses 9.3.1.3 and 9.3.1.4 to Paragraph 9.3.1:

- 9.3.1.3 Until the Work is 50 percent complete, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, the Engineer will authorize remaining partial payments to be paid in full.
- 9.3.1.4 Escrow account for retainage, applicable to contracts in the amounts of \$100,000 or more, will be established in accordance with Indiana Statutes.
- 9.6 Progress Payments

Add the following Subparagraphs 9.6.8 through 9.6.13 to Paragraph 9.6:

- 9.6.8 Upon commencement of the Work, an escrow account shall be established in a financial institution chosen by the Contractor and approved by the Owner.
- 9.6.9 The escrow agreement shall provide that the financial institution will act as escrow agent, will pay interest on funds deposited in such account in accordance with the provisions of the escrow agreement and will disburse funds from the account upon the direction of the Owner as set forth below. Compensation to the escrow agent for establishing and maintaining the escrow account shall be paid from interest accrued in the escrow account.
- 9.6.10 As each progress payment is made, the retainage with respect to that payment shall be deposited by the Owner in the escrow account.
- 9.6.11 The interest earned on funds in the account shall accrue for the benefit of the Contractor until the completion date named in the Construction Contract or the expiration of any authorized extension of such date. Interest earned after such date shall

accrue for the benefit of the Owner. Cost of compensation to the escrow agent paid out of the interest earned shall be borne by the Contractor.

- 9.6.12 When the Work has been fully completed in a satisfactory manner and the Engineer has issued a final Certificate for Payment, the escrow agent shall pay to the Contractor the full amount of funds in the account, including net balance of the interest paid to the account, but less any interest that may have accrued for the benefit of the Owner, which shall be paid to the Owner.
- 9.6.13 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, the escrow agent shall make payment to the Contractor as provided in Subparagraph 9.10.3.
- 9.7 Failure of Payment
- 9.7.1 In the first sentence, delete the words, "or awarded by arbitration."
- 9.10 FINAL COMPLETION AND FINAL PAYMENT
- 9.10.1 Add the following to the end of Subparagraph 9.10.1:

Final Payment, including all escrowed principal and escrowed income, shall be paid within ninety-one (91) days after the date of Substantial Completion, subject to the requirements of Subparagraph 9.10.2. If at the time of said payment there remain uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Engineer shall be withheld until the item is completed. The cost for the Engineer's estimate and other efforts necessary to establish the value of the incomplete work will be deducted from the remaining funds owed to the Contractor.

Add the following Paragraph to Article 9:

- 9.11 Owners Cost Incurred Due To Incomplete Work
- 9.11.1 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner all sums, including additional architectural fees, incurred and attributable to the Work not being completed by the completion date specified in the Agreement including extensions of time properly granted and within 60 days after Substantial Completion.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs

Add the following Subparagraphs 10.1.2 and 10.1.3 to Paragraph 10.1:

- 10.1.2 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Engineer in writing.
- 10.1.3 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Engineer will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Engineer have no reasonable objection.

ARTICLE 11: INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

Add the following Clause 11.1.2.1 to Subparagraph 11.1.2:

- 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
- 1. Worker's Compensation:
 - (a) State Statutory
 - (b) Applicable Federal (e.g., Longshoremen's) Statutory
 - (c) Employer's Liability: \$ 100,000 per Accident \$ 100,000 Disease, Policy Limit \$ 100,000 Disease, Each Employee
- 2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$ 500,000 Each Occurrence

\$ 1,000,000 Aggregate

(b) Property Damage:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Aggregate

- (c) Products and Completed Operations to be maintained for one year after final payment.
- (d) Property Damage Liability Insurance shall provide X, C, and U coverage.
- (e) Broad Form Property Damage Coverage shall include Completed Operations.
- 3. Contractual Liability:
 - (a) Bodily Injury:

\$ 500,000 Each Occurrence

\$ 1,000,000 Aggregate

(b) Property Damage:

\$ 500,000 Each Occurrence

\$ 1,000,000 Aggregate

4. Personal Injury, with Employment Exclusion deleted:

\$ 500,000 Aggregate

- 5. Business Auto Liability (including owned, non-owned, and hired vehicles):
 - (a) Bodily Injury:

\$ 500,000 Each Person

\$ 1,000,000 Each Occurrence

(b) Property Damage:

\$ 500,000 Each Occurrence

7. Umbrella Excess Liability: \$ 3,000,000 over primary insurance

11.1.3 Add the following to Subparagraph 11.1.3:

Contractor shall submit copies of any endorsements, subsequently issued amending coverage or limits, to the Owner. Should any coverage approach expiration during the Contract period, it shall be renewed prior to its expiration date and certificates again filed with the Owner. Failure to renew and file new certificates with the Owner shall be just cause to withhold periodic payment requests until these requirements are met. All certificates shall be submitted to the Engineer in triplicate for transmittal to the Owner. If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. Contractor shall also file with the Owner an Indiana State Form #41321, Certificate of Compliance, Workmens Compensation and Occupational Disease.

Add the following Subparagraphs 11.1.4 and 11.1.5 to Paragraph 11.1:

- 11.1.4 The Contractor will be held responsible for all damage to the work under the construction during the performance and until final completion and acceptance, even though partial payments have been made under the Contract. He will be held answerable for all damages that may occur to persons, to property, animals or vehicles from want of proper shoring, bracing, lighting, watching, boarding or enclosing; and for any accident arising from defective apparatus or any negligence on the part of himself or his employees.
- 11.1.5 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 or any of his Subcontractors or their employees.
- 11.2 Owner's Liability Insurance

Delete Clause 11.2.1 and substitute the following:

- 11.2.2 The Contractor shall pay all deductible features of the Owner's property insurance and the Owner's Builder's Risk insurance on losses other than those for fire and extended coverage. This property insurance is written with a deductible of \$10,000.00 per occurrence with a deductible aggregate of \$10,000.00. This Builder's Risk insurance is written with a deductible of \$10,000.00.
- 11.5 Performance Bond and Payment Bond

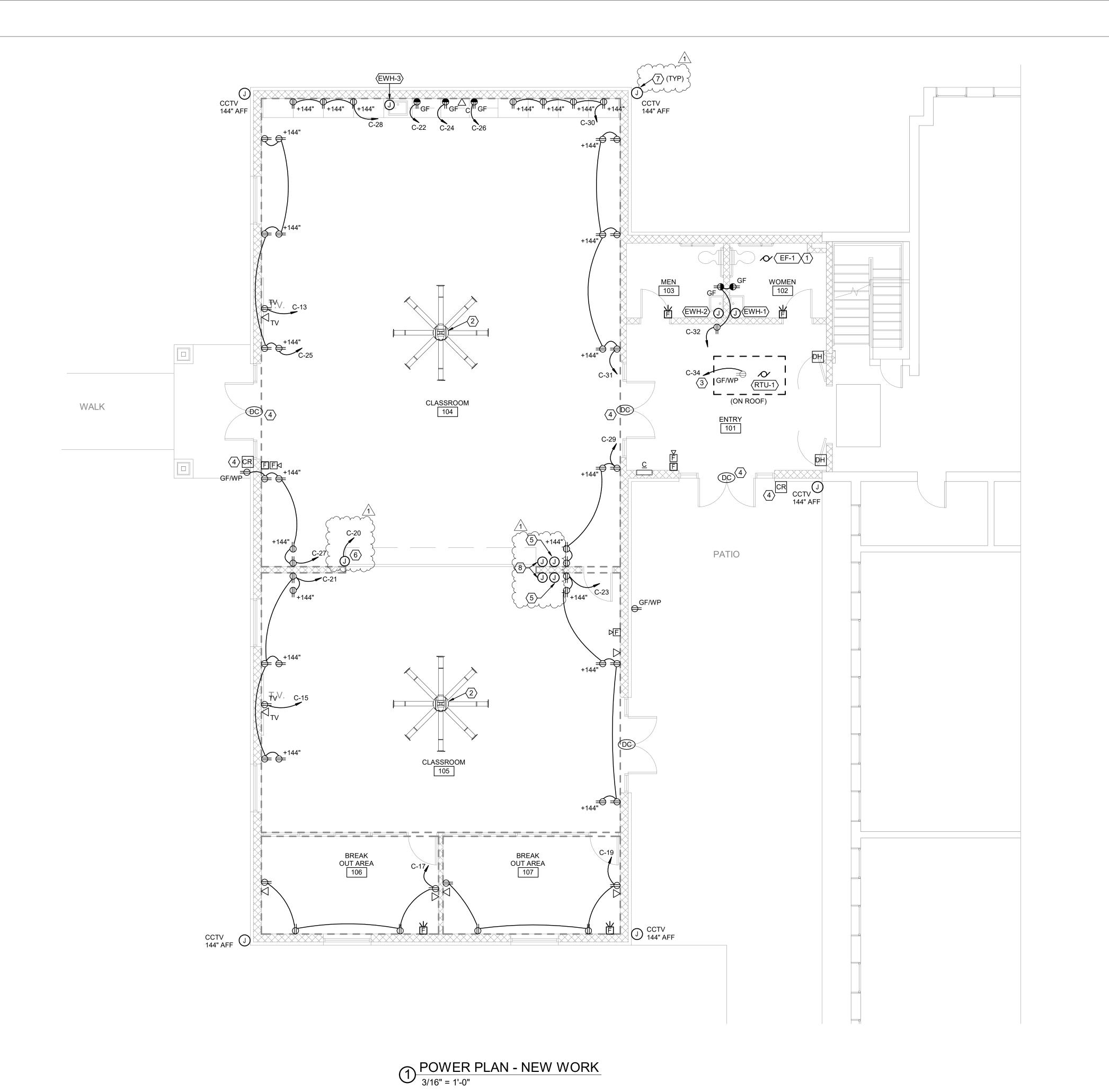
Delete Subparagraph 11.5.1 and substitute the following:

- 11.5.1 The Contractor shall furnish a Performance Bond and Payment Bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum. Bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.
- 11.5.1.1 The Contractor shall deliver the required bonds to the Owner prior to or with the submission of the executed Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 11.5.1.1.
- 11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- 11.5.1.3 Bonds shall remain in full force and effect for a period of one year after the date of final acceptance of the Work.

ARTICLE 13: MISCELLANEOUS PROVISIONS

Add the following Paragraph 13.8 to Article 13:

- 13.8 Equal Opportunity
- 13.8.1 The Contractor shall maintain policies of employment as follows:
- 13.8.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 13.8.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.



DRAWING NOTES

- EXHAUST FAN IS TO BE POWERED THROUGH LIGHTING CIRCUIT AND CONTROLLED BY SWITCH IN SPACE.
- 2. COORDINATE EXACT LOCATION OF JUNCTION BOX FOR CEILING FAN.
- 3. PROVIDE NEW 120V-20A CIRCUIT TO RECEPTACLE PROVIDED WITH
- 4. PROVIDE BOX AND CONDUIT TO ABOVE ACCESSIBLE CEILING OR TO ROOF DECK FOR FUTURE ACCESS CONTROLS BY OWNER. PROVIDE WEATHERPROOF COVER FOR EXTERIOR BOXES.
 - PROVIDE SINGLE-GANG BOX AND CONDUIT TO ROOF DECK FOR FUTURE EQUIPMENT BY OWNER.
- COORDINATE CONNECTION REQUIREMENTS WITH DOOR OPENER.
- PROVIDE 1" CONDUIT WITH PULLSTRING INTO OPEN OR ACCESSIBLE CEILING. STUB UP INTO STRUCTURE IN OPEN CEILING. PROVIDE BUSHING ON CONDUIT END.
- PROVIDE JUNCTION BOX AT 44" AFF. AND 1" CONDUIT WITH PULLSTRING RECESSED IN WALL UP TO STRUCTURE FOR DOOR OPERATOR CONTROLS.

2601 National Road West
Richmond, IN 47374
(765)962-1300
E-Mail: di@mazedesigninc.com

Building & Interior
Design, Engineering,
Construction Management

Maze

Design, Inc.



Certified By



7949 Washington Woods Dr Dayton, OH 45459 www.LtwoE.com

PTECH INNOVATION CENTER

RANDOLPH
CENTRAL
SCHOOL
CORPORATION

WINCHESTER, INDIANA

Project No.... 2023/28 Coordinator.... Author

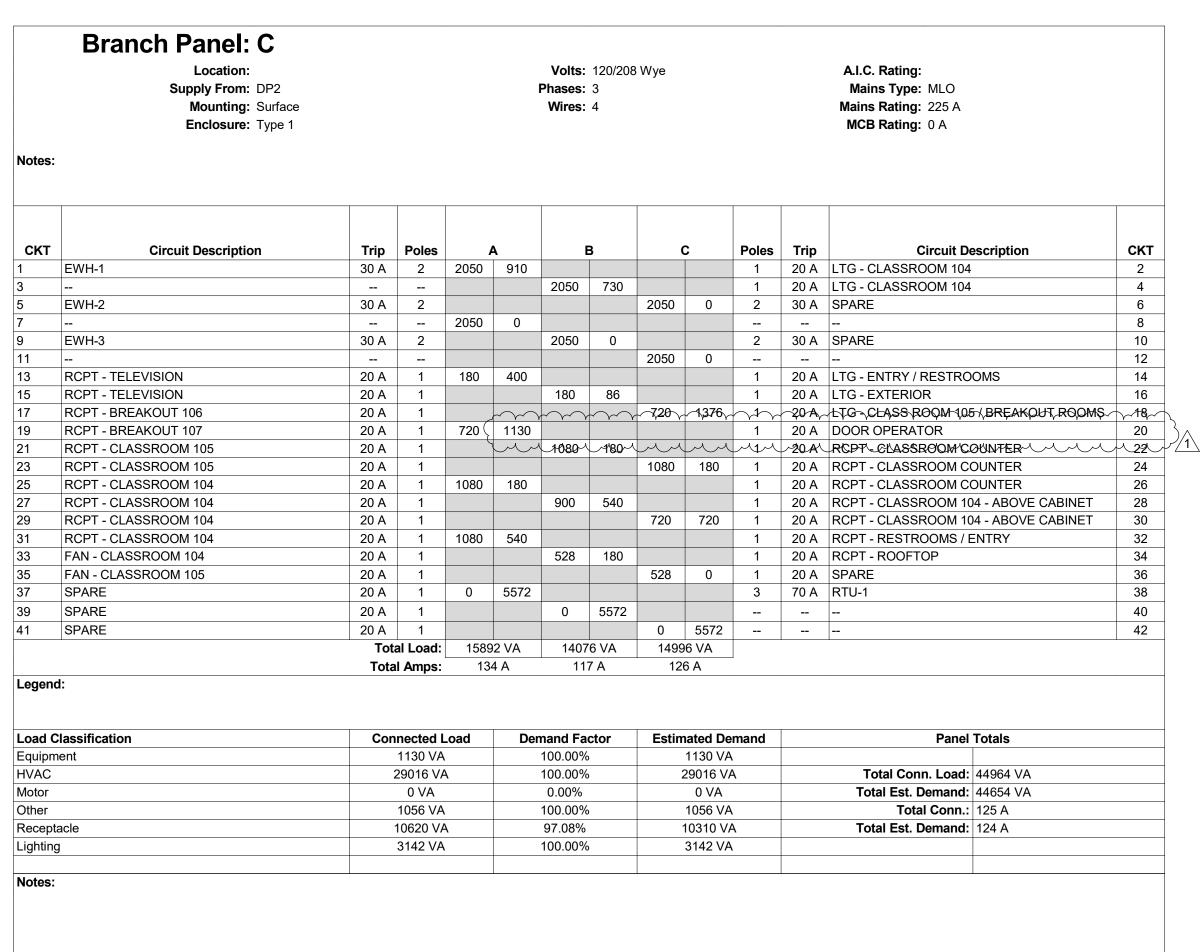
Date...... 12-08-2023

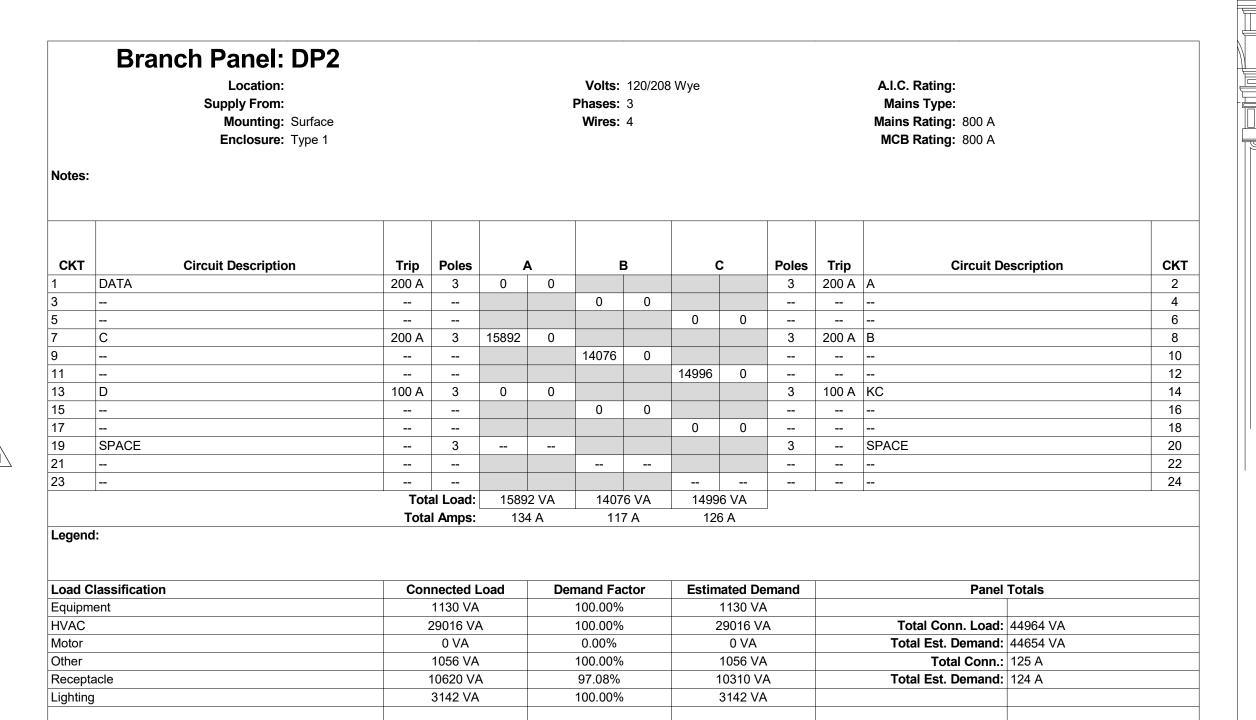
Revision: No. Date 1 01/12/2024

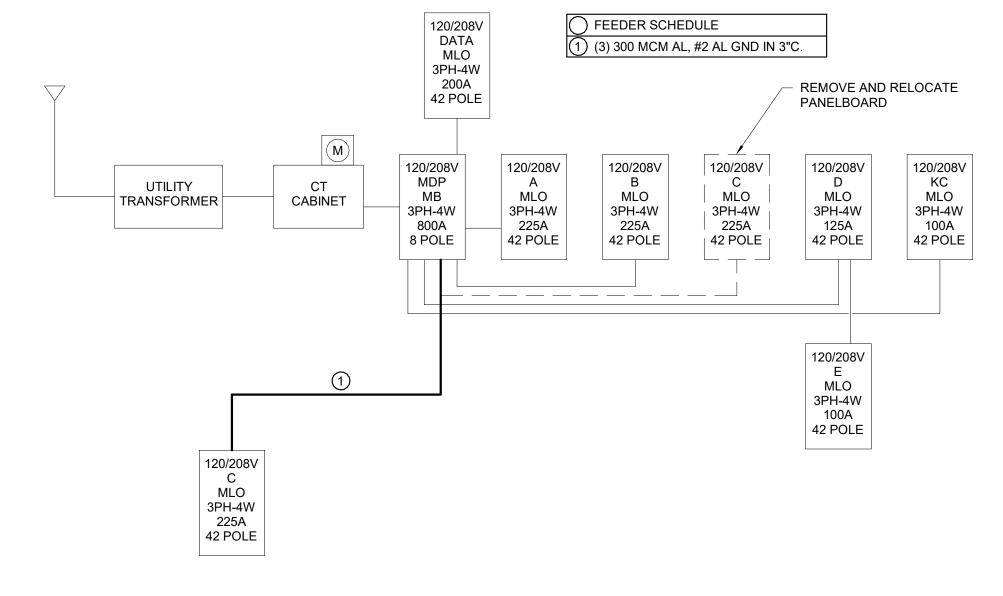
ELECTRICAL POWER PLAN

drawing

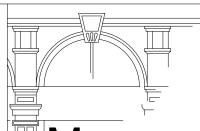
EI.











Design, Inc.

2601 National Road West (765)962-1300 E-Mail: di@mazedesigninc.com

Building_& Interior Design, Engineering, Construction Management





7949 Washington Woods Dr Dayton, OH 45459 www.LtwoE.com

PTECH INNOVATION CENTER

RANDOLPH CENTRAL SCHOOL CORPORATION

WINCHESTER, INDIANA

Project No.... 2023|28 Coordinator.... Author

Date...... 12-08-2023

Revision: No. Date 1 01/12/2024

PANELBOARD SCHEDULES AND SINGLE LINE DIAGRAM