ADDENDUM No. 1

October 9, 2018

RE: A/V Recording Project – Health Professions Building

Ball State University
BSU Project No. 2019 – 009.01 HB

FROM: Ball State University
Facilities Planning and Management
Showalter Building
3401 North Tillotson Avenue
Muncie, Indiana 47306

TO: Prospective Bidders

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated September 25, 2018 as noted below. Acknowledge receipt of this Addendum in the space provided on the Bid Form Supplements. Failure to do so may subject Bidder to disqualification.

This Addendum is issued in accordance with the provisions of the Instructions to Bidders (AIA A701, 1997 Ed.) and Supplementary Instructions to Bidders Documents of the Project Manual.

This Addendum consists of X Page(s), including the attachments listed.

CHANGES TO PRIOR ADDENDA:
1. None

CHANGES TO BIDDING REQUIREMENTS:
1. None

CHANGES TO CONDITIONS OF THE CONTRACT:
1. Liquidated damages of $2,000 per day will be assessed for this project. Replace the following Sections with the sections attached to this Addendum:
   a. Document 00 22 13 Supplementary Instructions to Bidders (BID-LD)
   b. Document 00 43 00 Bid Form Supplements (BID-LD)
   c. Document 00 45 00 Representations and Certifications (BID-LD)
   d. Document 00 54 00 Agreement Form Supplements (BID-LD)
   e. Document 00 73 13 Supplementary Conditions (BID-LD)
CHANGES TO THE SPECIFICATIONS

1. Replace the Table of Contents, BSU Document 00 01 10 with the following:
   “Document 00 01 10  Table of Contents (BID-LD)”

CHANGES TO THE DRAWINGS

1. Sheet CS – Project notes

   Category 6A UTP Cable Testing: The horizontal cabling consisting of single 4-pair cable runs for data shall be tested for Category 6A “DATA” and separated by telecom room. Testing required is 100%. Contractor shall provide electronic file for all tested locations in “.pdf” format. Test unit shall be set up using Cat. 6A permanent link test. See exhibit CS attached.

2. Clarification: Where it is stated to “cut HDMI cable to length”. It shall be acceptable to use 3’ length HDMI cables. We are trying to avoid excessive lengths of HDMI cabling used for jumper cables.

3. Clarification: There are no fire-rated walls that will affect project penetrations. All conduit sleeves and penetrations are by others.

4. Clarification: Wall-mounted nodes are shipped with mounts. Bidders do not need to include the cost of the mount in their bids.

5. Sheet AV103B – Rack nodes for rooms 345 and 349 shall be mounted in Data Room 335, in lieu of control room 347. No line-level microphone cabling pulled to control room 347. See exhibit AV103B attached.

ATTACHMENTS

Document 00 01 10  TABLE OF CONTENTS (BID-LD)
Document 00 22 13  Supplementary Instructions to Bidders (BID-LD)
Document 00 43 00  Bid Form Supplements (BID-LD)
Document 00 45 00  Representations and Certifications (BID-LD)
Document 00 54 00  Agreement Form Supplements (BID-LD)
Document 00 73 13  Supplementary Conditions (BID-LD)

END OF ADDENDUM No. 1
# TABLE OF CONTENTS (BID-LD)

Ball State University Health Professions Building A/V Recording Project  
BSU Project No. 2019-009.01 HB

## DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

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## DIVISION 01 – GENERAL REQUIREMENTS

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INTRODUCTION

The following Supplementary Instructions to Bidders amend or supplement the Instructions to Bidders (AIA Document A701, 1997 Edition) and other provisions of the Bidding and Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms used in these Supplementary Instructions which are defined in the Instructions to Bidders (AIA Document A701, 1997 Edition) have the meanings assigned to them in the Instructions to Bidders.

ARTICLE 1: DEFINITIONS

Modify Paragraph 1.1 as follows:

Add the words "Performance and Payment Bonds," after (General, Supplementary and other Conditions), in line four (4).

Add the following Paragraph 1.10 to Article 1:

1.10 The Owner is Ball State University Board of Trustees, Muncie, Indiana 47306.

Add the following Paragraph 1.11 to Article 1:

1.11 The Advertisement or Invitation to Bid shall be the Notice to Bidders.

ARTICLE 2: BIDDER’S REPRESENTATIONS

Add the following Subparagraph 2.1.5. and 2.1.6 to Paragraph 2.1:

2.1.5 No Bidder, after being awarded a Contract, shall be allowed additional compensation for reason of failure to fully understand and become familiar with the Bidding Documents, prior to bidding, or of all requirements in the Contract Documents and the conditions existing at the Project Site.

2.1.6 The Bidder has read and understands the Contract Documents requirements for Contract completion and provisions for liquidated damages as set forth in the Supplementary Conditions (Document 00 73 13).

ARTICLE 3: BIDDING DOCUMENTS

Delete Subparagraph 3.1.2.

Delete Subparagraph 3.4.4 in its entirety and substitute the following:

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda
issued, and the Bidder shall list by number on the Bid Form all Addenda which have been received prior to submittal of their Bid. The Bid amount shall include all Work described by all Addenda.

ARTICLE 4: BIDDING PROCEDURES

Delete Subparagraph 4.1.1 in its entirety and substitute the following including Clauses 4.1.1.1 and 4.1.1.2:

4.1.1 Bids shall be properly executed, addressed to Ball State University Board of Trustees on Indiana State Board of Accounts Form 96 (current edition), Supplements to Bid Form (if included in Project Manual), and the Non-Collusion Affidavit, together with the other documents required in the Instructions to Bidders. Submit two (2) copies of all required bid documents.

.1 Bids submitted without Bidder's financial statement as required by statute may be rendered invalid.

.2 Financial data shall be as recent as possible and in no event more than 90 days old, and shall include a balance sheet and income statement.

Delete Subparagraph 4.1.5 in its entirety and substitute the following:

4.1.5 All requested Alternates and Unit Prices shall be bid. Provide additive or deductive amounts in the appropriate space on the Supplements to Bid Form and indicate whether alternate is additive, deductive or “No Change”. Failure to comply may be considered justification for rejection of the entire Bid. Voluntary alternates will not be considered.

Add the following Subparagraph 4.1.8 to Paragraph 4.1:

4.1.8 The Owner is not subject to Indiana Retail Sales Tax or to Federal Excise Tax for materials, products, and equipment incorporated into the completed construction, and therefore these taxes should not be included in the Contractor's Bid or costs.

Add the following Subparagraph 4.1.9 to Paragraph 4.1:

4.1.9 In accordance with Indiana Code 4-13-18 as amended, each Contractor that submits a bid for a public works project that is estimated to cost $150,000 or more is required to submit with the bid a written drug plan. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Bidder must comply with all provisions of the statute or the contract is subject to cancellation.

Add the following Subparagraph 4.1.10 to Paragraph 4.1:

4.1.10 The Bidder is expected to submit with its Bid proposal a Minority, Women’s and Veteran Business Participation Plan, as described in Section 00 45 39. Participation may be as a subcontractor or lower tier participation with common suppliers (e.g., building materials, equipment). The Bidder must indicate the name of the MBE/WBE/Veteran with which it will work; the contact name and phone number of the MBE/WBE/Veteran; the service supplied by the MBE/WBE/Veteran; and the specific dollar amount from the project that will be directed toward each MBE/WBE/Veteran.

Failure to provide the completed Participation Plan at the time of Bid submission may result in the rejection of the Bid. The Owner, at its discretion, may waive in part or in whole the minority business
enterprise requirement if in the opinion of the Owner it would be impractical, or not in the best interest of the Owner.

Add the following Subparagraph 4.1.11 to Paragraph 4.1:

4.1.11 In accordance with Indiana Code 5-16-13-10(c) and 4-13.6-4 or 8-23-10 as amended, each Contractor that submits a bid for a public works project that is estimated to cost $300,000 or more, and each subcontractor for work valued at $300,000 or more, shall be pre-qualified by the Indiana Department of Administration (IDOA) or the Indiana Department of Transportation (INDOT) according to the type and value of work to be performed. The Contractor is required to submit with the bid a confirmation that they and proposed principle subcontractors (Tier 2 and below) are pre-qualified. The Bidder shall attach a copy of their certification, including a listing of any limitations to their qualifications and the effective dates of the qualification. The Contractor and subcontractors shall maintain such qualification until the completion of the project. The successful Bidder must comply with all provisions of the statute or the contract is subject to cancellation.

Delete Subparagraph 4.2.2 in its entirety and substitute the following:

4.2.2 Bids shall be accompanied by bid security in the form of a certified or cashier's check or a surety bond written on AIA Document A310, Bid Bond 2010 Edition, payable to Ball State University Board of Trustees in an amount not less than five percent (5%) of the Bid. Such security shall guarantee that the Bidder will not withdraw their Bid for a period of 60 days after the bid date; that if the Contractors Bid is accepted, Bidder shall enter into a formal Contract with the Owner in accordance with the Form of Agreement written on AIA Document A101 Standard Form of Agreement Between Owner and Contractor, 2007 Edition, included by reference as part of the Contract Documents; and that the Bidder will provide a Performance and Payment Bonds as specified.

Delete Subparagraph 4.2.3 in its entirety and substitute the following:

4.2.3 Bid security shall be returned to Bidders except the three (3) lowest Bidders within three (3) days after the Bid opening. The remaining Bid securities shall be promptly returned after the Owner and the accepted Bidder have executed the Agreement and Performance and Payment Bonds have been received. If no award has been made after the specified time has elapsed for Bid withdrawal, bid security will be returned upon demand of the Bidder at any time thereafter, so long as they have not been notified of the acceptance of their Bid. Bid security shall also be returned in the event that all Bids are rejected.

Delete Subparagraph 4.3.1 in its entirety and substitute the following:

4.3.1 All copies of the Bid Forms, bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be marked "Bid Document", and be identified with the Project name, the Bidder's name and address and be addressed to Ball State University Board of Trustees, Muncie, Indiana 47306 and delivered to location as stated in the Notice to Bidders. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

Add the following Clause 4.3.2.1 and 4.3.2.2 to Subparagraph 4.3.2:

.1 Bids shall be delivered to the location stated in the Notice to Bidders; the Bidder shall be responsible for delivery to the specific location and office as listed.

.2 Owner will not be responsible for Bids accepted at another location or office than that listed in the Notice to Bidders. Receipt by employees of the Owner at their Central Mailing, Central Receiving
& Delivery or any other location than that listed in the Notice to Bidders does not constitute receipt by the Owner.

ARTICLE 5: BIDDING PROCEDURES

Delete Subparagraph 5.3.1 in its entirety and substitute the following:

5.3.1 It is the intent of the Owner to award a Contract to the lowest and best Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner’s judgment, is in the Owner’s own best interests.

ARTICLE 6: POST-BID INFORMATION

Delete Paragraph 6.1 in its entirety and substitute the following:

6.1 Bidders, including the Principal Subcontractors identified in The Supplements to Bid Form, to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor’s Qualification Statement.

Add the following subparagraph 6.1.1 to Paragraph 6.1:

6.1.1 Within 48 hours of bid, Bidders to whom award of a Contract with a value greater than $30,000 is under consideration shall submit to the Architect and Owner confirmation of pre-qualification from the Indiana Department of Administration (IDOA) or the Indiana Department of Transportation (INDOT), according to the type of Work to be performed, for all lower tier contractors with a proposed subcontract value greater than $30,000. Confirmation shall include any limitations on qualification and the effective dates of the pre-qualification.

Delete Paragraph 6.2.

Delete Subparagraph 6.3.1 in its entirety and substitute the following:

6.3.1 The Bidder shall, as stipulated in the Bidding Documents, furnish to the Owner through the Architect in writing:

Retain Clauses 6.3.1.1, 6.3.1.2 and 6.3.1.3 without modification.

Add the following clause 6.3.1.4 to Paragraph 6.3.1:

4 completed MBE/WBE/Veteran Letter of Intent to Perform, included in Section 00 45 39.

Delete Subparagraph 6.3.3 in its entirety and substitute the following:

6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. Such reasonable objection may be based upon a lack of similar successful project experience, qualifications, or having adequate resources to execute the Work, or for other conditions that may negatively affect the completion of the Contract. If the Owner or Architect has a reasonable objection to a proposed person or entity, the Bidder may, at the Bidder’s option, (1) withdraw the Bid, or (2) submit an
acceptable substitute person or entity with no adjustment in the Base Bid or Alternate Bid(s) costs. The Owner reserves the right to accept the substitute person or entity or disqualify the Bidder. If the Bidder withdraws their Bid, that Contractor's bid security will be forfeited.

Modify Subparagraph 7.2.1 as follows:

Omit the words "evidence satisfactory", the word "that" and the words "will be furnished and delivered" in line three (3).

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
DOCUMENT 00 43 00
BID FORM SUPPLEMENTS (BID-LD)

This form must be submitted with the Bid along with additional copies as requested in the Project Manual.

To: Ball State University Board of Trustees
   Ball State University
   Muncie, IN 47306
Project: Ball State University Health Professions Building
         A/V Recording Project
BSU Project No. 2019-009.01 HB
Date: October 16, 2018
Submitted by: (Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

(full address)

In accordance with Document 00 21 14 - Instructions to Bidders (AIA A701) and Document 00 22 13 - Supplementary Instructions to Bidders (BSU A701), we include the Bid Form Supplements Appendices listed below. The information provided shall be considered an integral part of the Bid Form.

These Appendices are as follows:

Appendix A Receipt of Addenda/Project Completion and Liquidated Damages: If applicable, acknowledge receipt of all Addenda and fill in or acknowledge Completion time/Project Schedule, and acknowledge liquidated damages statement.

Appendix B Alternatives: When used, include the Cost variation to the Bid Price applicable to the Work described in the Contract Documents.

Appendix C Unit Prices: When used, include a listing of unit prices specifically requested by the Contract Documents.

Appendix D Principal Subcontractors: When used, include the names of all Primary Subcontractors and the portions of the Work they will perform.

Appendix E Supplementary General Construction Information: When used, list the requested Supplementary General Construction Information.

Appendix F Supplementary Mechanical Information: When used, list the requested Supplementary Mechanical Information.

Appendix G Supplementary Electrical Information: When used, list the requested Supplementary Electrical Information.

Appendix H Supplementary Telecommunication Information: When used, list the requested Supplementary Telecommunication Information.
SUBMITTAL SCHEDULE OF APPENDICES

a. All bidders shall submit with their Bid the following Appendices:
   APPENDIX A – Receipt of Addenda/Project Completion/Liquidated Damages
   APPENDIX B – Alternatives
   APPENDIX C – Unit Prices
   APPENDIX D – Principal Subcontractors

b. The Low bidder, and the second and third bidders if requested, shall execute and submit to the Owner
   the remaining SUBCONTRACTOR AND MATERIAL QUESTIONNAIRES.

Submit to the Owner: Finance Office, 2000 West University Avenue, Muncie, Indiana, 47306; the
following appendices within forty-eight (48) hours after date and time for receiving bids:

APPENDIX E – Supplementary General Construction Information
APPENDIX F – Supplementary Mechanical Information
APPENDIX G – Supplementary Electrical Information
APPENDIX H – Supplementary Telecommunication Information

BID FORM SUPPLEMENTS SIGNATURE(S)

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

________________________________________
(Authorized signing officer)

________________________________________
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF __________________________ ss: __________________________ (seal)
COUNTY OF __________________________

________________________________________ being duly sworn, deposes and says
that he/she is

________________________________________ of the above __________________________ and that the
(Title) __________________________ (Name of Organization)

statements contained in the foregoing Bid Form Supplements are true and correct.
Subscribed and sworn to before me this ____________ day of ____________, ____________.

________________________________________
Notary Public

My Commission Expires: __________________________

County of Residence: __________________________
APPENDIX A - RECEIPT OF ADDENDA/PROJECT COMPLETION

1. ADDENDA

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _______ Dated ______________________
Addendum No. _______ Dated ______________________
Addendum No. _______ Dated ______________________
Addendum No. _______ Dated ______________________
Addendum No. _______ Dated ______________________

2. PROJECT COMPLETION

If this Bid is accepted, we will:

Commence on site work on the 30th day of October, 2018 and

Substantially Complete the Work by the 17th day of June, 2019.

3. LIQUIDATED DAMAGES

The Bidder has read Paragraph 2, Appendix A, Bid Form Supplements, Document 00 43 00 and understands the Contract Documents requirements for project schedule and provisions for liquidated damages as set forth in the Supplementary Conditions (Document 00 73 13), Paragraph 9.11 of Article 9.

(Initialed by signing officer)
APPENDIX B - ALTERNATIVES

The following amounts shall be added to or deducted from the Base Bid Sum. Refer to Section [01 20 00 - Price and Payment Procedures] [01 23 00 - Alternates]:: Schedule of Alternates.

Alternate No. 1

None

(Add) (Deduct) $ __________________

Alternate No. 2

None

(Add) (Deduct) $ __________________
APPENDIX C - UNIT PRICES

The following are Unit Prices for specific portions of the Work as listed, and are applicable to authorized variations from the Contract Documents. Refer to Section 01 20 00 - Price and Payment Procedures: Unit Price Schedule.

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<th>UNIT OF MEASUREMENT</th>
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<td>1. Axis M5054 Camera</td>
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<td>$</td>
</tr>
<tr>
<td>2. Axis P-1224E Camera</td>
<td>Each</td>
<td>$</td>
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<td>3. Microphone</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>4. Audio Module</td>
<td>Each</td>
<td>$</td>
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<td>5. Headphone Amplifier</td>
<td>Each</td>
<td>$</td>
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<td>6. Speaker Amplifier</td>
<td>Each</td>
<td>$</td>
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<td>7. HDMI Distribution Amplifier</td>
<td>Each</td>
<td>$</td>
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APPENDIX D - PRINCIPAL SUBCONTRACTORS

A. The following Work will be performed (or provided) by subcontractors and their performance of the Work will be coordinated by us:
B. The Bidder will make no changes to this list after submission, without a written request by the bidder and approval by the Owner.
C. Provide additional copies of this page as needed for a complete listing.
D. Indicate YES/NO if Subcontractor is required to be pre-qualified (contract value greater than $300,000). If yes, indicate certification expiration date.

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**APPENDIX E – SUPPLEMENTARY GENERAL CONSTRUCTION INFORMATION**

A. The following Work will be performed (or provided) by subcontractors and their performance of the Work will be coordinated by us:

B. We submit the following list of manufactures (or fabricators) of materials, applications, and specialties. All such materials, appliances, and specialties to be of such characteristics, design and construction will meet the requirements of the Construction Documents. The Bidder will make no changes to this list after submission, without a written request by the bidder and approval by the Owner.

C. Provide additional copies of this page as needed for a complete listing.

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## APPENDIX F - SUPPLEMENTARY MECHANICAL INFORMATION

A. The following Work will be performed (or provided) by subcontractors and their performance of the Work will be coordinated by us:

B. We submit the following list of manufactures (or fabricators) of materials, applications, and specialties. All such materials, appliances, and specialties to be of such characteristics, design and construction will meet the requirements of the Construction Documents. The Bidder will make no changes to this list after submission, without a written request by the bidder and approval by the Owner.

C. Provide additional copies of this page as needed for a complete listing.

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<th>ITEM</th>
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APPENDIX G – SUPPLEMENTARY ELECTRICAL INFORMATION

A. The following Work will be performed (or provided) by subcontractors and their performance of the Work will be coordinated by us:
B. We submit the following list of manufactures (or fabricators) of materials, applications, and specialties. All such materials, appliances, and specialties to be of such characteristics, design and construction will meet the requirements of the Construction Documents. The Bidder will make no changes to this list after submission, without a written request by the bidder and approval by the Owner.
C. Provide additional copies of this page as needed for a complete listing.

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Ball State University Document 00 43 00 – BID FORM SUPPLEMENTS (BID-LD)
Only project specific modifications approved by Ball State University, Facilities Planning & Management shall be mad to this Document.
Document Origination Date: June 1, 2009
Document Revision Date: October 12, 2016
### APPENDIX H – SUPPLEMENTARY TELECOMMUNICATION INFORMATION

A. The following Work will be performed (or provided) by subcontractors and their performance of the Work will be coordinated by us:

B. We submit the following list of manufactures (or fabricators) of materials, applications, and specialties. All such materials, appliances, and specialties to be of such characteristics, design and construction will meet the requirements of the Construction Documents. The Bidder will make no changes to this list after submission, without a written request by the bidder and approval by the Owner.

C. Provide additional copies of this page as needed for a complete listing.

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END OF SECTION
The following form must be submitted with the Bid along with additional copies as requested in the Project Manual.

To: Ball State University Board of Trustees  
Ball State University  
Muncie, IN 47306

Project: Ball State University Health Professions Building  
A/V Recording Project

BSU Project No. 2019-009.01 HB

Date: October 16, 2018

Submitted by: [Bidder - please print the full name of your Proprietorship, Partnership, or Corporation]

(full address)

LIST OF APPENDICES

In accordance with Document 00 21 14 - Instructions to Bidders (AIA A701) and Document 00 22 13 - Supplementary Instructions to Bidders (BSU A701), we include the Representations and Certifications Appendices listed below. The information provided shall be considered an integral part of the Bid Form.

All bidders shall submit with their Bid the following Appendices:

Appendix 1 Nondiscrimination Compliance Statement: Complete the included document.
Appendix 2 Contractor’s Certification of Self-Performance: Complete the included document.
Appendix 3 Contractor’s Certification of Authorized Employment: Complete the included document.
Appendix 4 Drug Testing Plan: Complete the included document.
Appendix 5 Contractor’s Certification of Training Program Compliance: Complete the included document.
Appendix 6 Contractor’s Certification of Pre-Qualification: Complete the included document.
Appendix 7 Bidder’s Check List: Complete the included document.
SUBMITTAL SCHEDULE OF APPENDICES

A. All bidders shall submit with their Bid the following Appendices:
   APPENDIX 1 – Nondiscrimination Compliance Statement
   APPENDIX 2 – Contractor’s Certification of Self-Performance
   APPENDIX 3 – Contractor’s Certification of Authorized Employment
   APPENDIX 4 – Drug Testing Plan
   APPENDIX 5 – Contractor’s Certification of Training Program Compliance
   APPENDIX 6 – Contractor’s Certification of Pre-Qualification
   APPENDIX 7 – Bidder’s Check List

REPRESENTATIONS AND CERTIFICATIONS SIGNATURE(S)

________________________________________
(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

________________________________________
(Authorized signing officer)

________________________________________
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF ____________________________  ss: ____________________________ (seal)
COUNTY OF ____________________________

________________________________________
being duly sworn, deposes and says that he/she is

_________________________ of the above ____________________________ and that the statements

_________________________ (Title) ____________________________ (Name of Organization)

contained in the foregoing Supplements to Bid Form are true and correct.

Subscribed and sworn to before me this __________ day of __________, __________.

________________________________________
Notary Public

My Commission Expires: ____________________________

County of Residence: ____________________________
APPENDIX 1 - NONDISCRIMINATION COMPLIANCE

The Contractor and their Subcontractors and Suppliers shall perform, observe and comply with all applicable state, municipal, and federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, national origin, sex, disability, or ancestry. When required by such laws, rules, regulations, and Executive Orders, the Contractor and their Subcontractors and Suppliers shall include nondiscrimination provisions in all contracts and purchase orders.

The signature below hereby certifies full compliance with the conditions outlined in the paragraph above regarding nondiscrimination.

______________________________________________________________________________
(Bidder - Please print full name of your proprietorship, partnership, or corporation)

______________________________________________________________________________
(Name - Authorized Signing Officer)

______________________________________________________________________________
(Title)

______________________________________________________________________________
(Signature)

______________________________________________________________________________
(Date)
APPENDIX 2 – CONTRACTOR’S CERTIFICATION OF SELF-PERFORMANCE

In accordance with Indiana Code 5-16-13-9 as amended, each Contractor (Tier 1) that submits a bid for a public works project is required to contribute at least fifteen percent (15%) of the total Contract Price as determined at the time the contract is awarded. Contribution shall consist of one or more of the following:

A. Work performed by the Contractor’s employees.
B. Materials supplied directly by the Contractor
C. Services provided directly by the Contractor’s employees

The successful Bidder must comply with all provisions of the statute or the contract is subject to cancellation. In addition, upon Owner’s Request Contractor will provide a Compliance Affidavit and supporting documentation with each Certification for Payment in accordance with 9.3.1.7, Document 0073 13 Supplementary Conditions.

I hereby certify that I have read and understand the “Contractor Self-Performance” provision of the General Conditions of the Contract and that the Bid Proposal includes a sufficient quantity of Work to comply with the provisions of the Statute. I understand that written verification of self-performance may be required. Each successful Bidder will be required to comply with all applicable provisions of Indiana Code 5-16-13-9 as amended or the Contract will be subject to cancellation.

(Bidder - Please print full name of your proprietorship, partnership, or corporation)

(Name - Authorized Signing Officer)

(Title)

(Signature)

(Date)
APPENDIX 3 – CONTRACTOR’S CERTIFICATION OF AUTHORIZED EMPLOYMENT

In accordance with Indiana Code 5-16-13-11 and 22-5-1.7 as amended, each Contractor in any tier of a public works project shall not knowingly employee unauthorized aliens. Every contractor shall enroll in and verify the work eligibility status of all employees hired after June 30, 2015 using the U.S. Citizenship and Immigration Services (USCIS) E-Verify program, unless the E-Verify program no longer exists.

The successful Bidder and its sub-contractors at all levels must comply with all provisions of the statute or the contract is subject to cancellation. In addition, Contractor will provide supporting documentation to the Owner with its Applications for Payment to verify compliance with this requirement.

I hereby certify that I have read and understand the “Contractor’s Certification of Authorized Employment” provision of the Contract for Construction and that the undersigned and proposed and actual sub-contractors at all tiers will comply with the provisions of the Statute. I understand that written submission of E-Verify case verification number for each employee is required. Each successful Bidder will be required to comply with all applicable provisions of Indiana Code 5-16-13-11 and 22-5-1.7 as amended or the Contract will be subject to cancellation.

On behalf of and as authorized by the Contractor, I affirm and depose that the Contractor does not knowingly employ unauthorized aliens.

(Bidder - Please print full name of your proprietorship, partnership, or corporation)

(Name - Authorized Signing Officer)

(Title)

(Signature)

(Date)

AN EXECUTED COPY OF THIS FORM AND SUPPORTING DOCUMENTATION SHALL BE SUBMITTED BY SUBCONTRACTORS AT ALL TIERS PRIOR TO COMMENCING WORK.
APPENDIX 4 – DRUG TESTING PLAN

In accordance with Indiana Code 4-13-18 as amended, each Contractor that submits a bid for a public works project that is estimated to cost $150,000 or more is required to submit with the bid a written drug plan. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Bidder must comply with all provisions of the statute or the contract is subject to cancellation. In addition, upon Owner’s Request Contractor will attach a Compliance Affidavit to each Application and Certification for Payment in accordance with 9.3.1.6, Document 0073 13 Supplementary Conditions.

I hereby certify that I have read and understand the "Drug Testing Program" provision of the General Conditions of the Contract. I understand that a written plan for a program to test employees of the Contractor and Subcontractors is required to be submitted with the bid and that each successful Bidder will be required to comply with all applicable provisions of Indiana Code 4-13-18 as amended or the Contract will be subject to cancellation.

(Bidder - Please print full name of your proprietorship, partnership, or corporation)

(Name - Authorized Signing Officer)

(Title)

(Signature)

(Date)
APPENDIX 5 - CONTRACTOR’S CERTIFICATION OF TRAINING PROGRAM COMPLIANCE

In accordance with Indiana Code 5-16-13-12 as amended, each Contractor (all Tiers) employing ten (10) or more employees shall provide access to a training program applicable to the tasks to be performed in the normal course of the employee’s employment. Access shall be provided through one or more of the following:

1. An apprenticeship program.
2. A program offered by Ivy Tech Community College of Indiana.
3. A program offered by Vincennes University.
4. A program established by or for the contractor.
5. A program offered by an entity sponsored by the United States Department of Labor, Bureau of Apprenticeship and Training.
6. A program that results in the award of an industry recognized portable certification.
7. A program approved by the United States Department of Transportation, Federal Highway Administration.
8. A program approved by the Indiana Department of Transportation.

Each Contractor (Tier 1) and each Subcontractor (Tier 2) that employees fifty (50) or more journeyman is required to participate in an apprenticeship or training program that meets the standards established by or has been approved by any of the following:

1. The United States Department of Labor, Bureau of Apprenticeship and Training.
2. The Indiana Department of Labor.
3. The United States Department of Transportation, Federal Highway Administration.
4. The Indiana Department of Transportation.

The successful Bidder and its sub-contractors must comply with all provisions of the statute or the contract is subject to cancellation. In addition, upon Owner's Request, Contractor will provide a Compliance Affidavit and supporting documentation to verify compliance with this requirement.

I hereby certify that I have read and understand the “Contractor Training Program” provision of the General Conditions of the Contract and that the undersigned and proposed and actual lower Tier contractors will comply with the provisions of the Statute. I understand that written verification of number of qualifying employees and participation in the training program(s) may be required. Each successful Bidder will be required to comply with all applicable provisions of Indiana Code 5-16-13-12 as amended or the Contract will be subject to cancellation.

(Bidder - Please print full name of your proprietorship, partnership, or corporation)

(Name - Authorized Signing Officer)

>Title

(Signature)

(Date)
APPENDIX 6 - CONTRACTOR’S CERTIFICATION OF PRE-QUALIFICATION COMPLIANCE

In accordance with Indiana Code 5-16-13-10(c) as amended, each Contractor (all Tiers) with a contract value of $300,000 or more shall be pre-qualified by the Indiana Department of Administration (IDOA) or Indiana department of Transportation (INDOT) according to the type and value of the work to be performed. A copy of the Bidder’s certification shall be attached to the Bidding Documents.

The successful Bidder and its sub-contractors must comply with all provisions of the statute or the contract is subject to cancellation. The Contractor will provide supporting documentation to verify compliance of the proposed subcontractors with this requirement within 48 hours of receipt of Bids.

I hereby certify that I have read and understand the “Pre-Qualification Compliance” provision of the Supplementary Instructions to Bidders and that the undersigned and proposed and actual lower Tier contractors will comply with the provisions of the Statute. I understand that written verification of pre-qualification may be required. Each successful Bidder will be required to comply with all applicable provisions of Indiana Code 5-16-13-10(c) as amended or the Contract will be subject to cancellation.

(Bidder - Please print full name of your proprietorship, partnership, or corporation)

(Name - Authorized Signing Officer)

(Title)

(Signature)

(Date)

AN EXECUTED COPY OF THIS FORM AND SUPPORTING DOCUMENTATION SHALL BE SUBMITTED BY APPLICABLE SUBCONTRACTORS AT ALL TIERS PRIOR TO COMMENCING WORK.
**APPENDIX 7 – BIDDER’S CHECK LIST**

The following nine (9) items must be completed and submitted with the Bid. Please check off each item to be sure that this information is included in the Bid package.

<table>
<thead>
<tr>
<th>Check Off All Items Submitted</th>
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<tr>
<td><strong>1.</strong> Contractors Bid For Public Works Form No. 96 (Revised): This document is inserted loose in the Project Manual or included with Project Document CD.</td>
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<tr>
<td><strong>2.</strong> Plan and Equipment Questionnaire: See Contractors Bid for Public Works Form No. 96 (Revised) Part II. Section II. All five (5) questions must be answered and submitted with the Bid. Use a separate sheet titled Plan and Equipment Questionnaire if necessary and attach to Form 96.</td>
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| **3.** Financial Statement:  
  a. See Contractors Bid for Public Works Form No. 96. Attachment of bidder’s financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid.  
  b. Balance Sheet: If your firm’s financial statement is older than ninety (90) days submit a current Month End Balance Sheet. Attach this information to your financial statement and submit with your bid. |
| **4.** Bid Security: A Certified Check, Bank Draft or Bid Bond in an amount not less than five percent (5%) of the Total Bid. |
| **5.** Bid Form Supplements – See Project Manual, Table of Contents, Division 00 – Procurement and Contracting Requirements, Document 00 43 00. This document and all applicable appendices must be completed and submitted with your bid. Failure to comply may result in rejection of your bid. Document 00 43 00 may be bound in the project manual, inserted loose or included with the Project Document CD. If Document 00 43 00 is bound, make photocopies and submit number of copies listed in item 10 below with your bid. |
| **6.** Representations and Certifications – See Project Manual, Table of Contents, Division 00 – Representations and Certifications, Document 00 45 00. This document and all appendices must be completed and submitted with your bid. Failure to comply may result in rejection of your bid. Document 00 45 00 may be bound in the project manual, inserted loose or included with the Project Document CD. If Document 00 45 00 is bound, make photocopies and submit number of copies listed in item 10 below with your bid. |
7. Minority, Women and Veteran Participation Plan – See Project Manual, Table of Contents, Division 00 – Minority, Women and Veteran Participation Plan, Document 00 45 39. MBE/WBE/VBE Subcontractor Plan, and Documentation of Effort to meet MBE/WBE/VBE Participation Form must be completed and submitted with your bid. Failure to comply may result in rejection of your bid. Document 00 45 39 may be bound in the project manual, inserted loose or included with the Project Document CD. If Document 00 45 39 is bound, make photocopies and submit a copy with each copy of your bid.

8. Employee Drug Testing Plan – See Supplementary Instructions to Bidders, Subparagraph 4.1.10 and Supplementary Conditions, Subparagraph 9.3.1.6 and Paragraph 13.9 for requirements.

9. Pre-Qualification Compliance – See Supplementary Instructions to Bidders, Subparagraph 4.1.11 for requirements. Copy of IDOA or INDOT Pre-Qualification Certification shall be submitted with each copy of your Bid. Failure to comply may result in rejection of your bid.

10. Bidders Check List: Submit this Document with all blanks checked off indicating submission of required documents.

11. Two (2) copies of all documents requested are to be submitted. One copy shall be marked as original with original signature.
INTRODUCTION
This Supplementary Owner - Contractor Agreement amends or supplement the Standard Form of Agreement Between Owner and Contractor (AIA Document A101, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
Add the following provision to Article 3, as Paragraph 3.4:

The Contractor and the Contractor’s surety shall be liable for and pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete:
Two Thousand Dollars ($2,000.00).

ARTICLE 4 CONTRACT SUM
Delete Paragraph 4.4 in its entirety and substitute the following:

4.4 Allowances included in the Contract Sum, if any, are listed in Division 01 – General Requirements of the project specifications.

ARTICLE 5 PAYMENTS
Delete Subparagraph 5.1.3 in its entirety and substitute the following:

5.1.3 Provided that an Application for Payment is received by the Architect not later than the seventh (7th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. The Owner reserves the right to modify the payment amount for errors and omissions contained in the Application for Payment.

Delete Clauses 5.1.6.1 and 5.1.6.2 in their entirety and substitute the following:

5.1.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Fully executed Change Orders approved by the Owner and signed by the Architect and Contractor may be included in application for payments.

5.1.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
Add the following sentence to Subparagraph 5.1.7.1:

If any minor items remain uncompleted at Substantial Completion of the Work, the Owner may, per Indiana Code 5-16-5.5-6, withhold an amount equal to two hundred percent (200%) of the value of each item as determined by the Architect until said item or items are completed.

Add the following sentence to Subparagraph 5.1.8:

The Owner at any time after fifty percent (50%) of the Work has been completed, if the Owner finds that satisfactory progress is being made, may make any of the remaining partial payments in full.

Add the following Clause 5.1.10 to Paragraph 5.1:

5.1.10 Per Indiana Code 5-16-13-11-2, the Contractor shall not pay cash to any individual employed by the Contractor for work performed by the individual on the project.

Delete Subparagraph 5.2.2 in its entirety and substitute the following:

5.2.2 The final portion of the Contract Sum shall be paid within sixty-one (61) days after the date of Substantial Completion provided that all Work is fully completed and the Contract fully performed.

ARTICLE 6: DISPUTE RESOLUTION

Delete Paragraph 6.2 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

Add the following sentence to Paragraph 8.2:

No interest shall be paid.

Add the following Clauses 8.6.1, 8.6.2, and 8.6.3 to Paragraph 8.6:

8.6.1 Per Indiana Code 5-16-13-11 and 22-5-1.7 as amended, the Contractor and its subcontractors at all tiers shall not knowingly employ unauthorized aliens. The Contractor and its subcontractors at all tiers shall enroll in and verify the employment eligibility of all employees hired after June 30, 2015 using the U.S. Citizenship and Immigration Services (USCIS) E-Verify system. The Contractor shall obtain and retain the case verification number for each individual prior to their employment on the project. An individual whose E-Verify case result is “final nonconfirmation” shall not be employed on the project.

.1 The Contractor is not required to verify the work eligibility status of employees through the E-Verify program if the E-Verify program no longer exists.

.2 The Contractor shall provide an affidavit affirming that the Contractor does not knowingly employ unauthorized aliens.

.3 The Contractor shall provide, upon the Owner’s request, documentation verifying the employment eligibility of employees in accordance with this section. Records shall be maintained a minimum of three (3) years after the completion of the project work.

8.6.2 Per Indiana Code 5-16-13-11, as amended, the Contractor and its subcontractors at all tiers shall comply with the following:

.2 Indiana Code 22-3-5-1 and 22-3-7-34 (Worker’s Compensation).
.3 Indiana Code 22-4-1 through 22-4-39.5 (Unemployment Compensation).
.4 Indiana Code 4-13-18-1 through 4-13-18-7 (Drug Testing).

8.6.3 The Contractor shall preserve payroll records and open them for inspection by the Indiana Department of Work Force Development for a period of three (3) years after the completion of the project work, in accordance with Indiana Code 5-16-13-13, as amended.

8.6.4 Training Programs
.1 Contractors at any tier level having ten (10) or more employees shall provide access to a training program applicable to the tasks to be performed in the normal course of the employee’s employment. The training program shall comply with the requirements of Indiana Code 5-16-13-12, as amended.
.2 Contractors at Tier 1 or Tier 2 employing fifty (50) or more journeymen shall participate in an apprenticeship or training program complying with Indiana Code 5-16-13-12(d), as amended.
.3 The Contractor shall provide, upon the Owner’s request, documentation verifying the number of eligible employees and of training program(s) provided in accordance with this section.

8.6.5 Contractor Pre-Qualification
.1 In accordance with Indiana Code 5-16-13-10(c), the Contractor and its subcontractors at any tier level with a contract value of $300,000 or more shall maintain qualification with the Indiana Department of Administration or Indiana Department of Transportation, as applicable to their scope of work, for the duration of the project.

ARTICLE 9: ENUMERATION OF CONTRACT DOCUMENTS

Add Clause 9.1.7.3 to Subparagraph 9.1.7

.3 The Contractor’s bid shall be part of the Contract Documents

END OF SUPPLEMENTARY OWNER - CONTRACTOR AGREEMENT
INTRODUCTION
These Supplementary Conditions amend or supplement the General Conditions of the Contract for Construction, (AIA Document A201, 2007 Edition), and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions of the Contract for Construction (AIA A201 2007 Edition) have the meanings assigned to them in the General Conditions.

ARTICLE 1: GENERAL PROVISIONS
Delete the first sentence of Subparagraph 1.1.1, and substitute the following:
The Contract Documents are enumerated in the Agreement Between the Owner and Contractor (AIA Document A101) and consist of the Agreement (including Supplementary Owner – Contractor Agreements), Conditions of the Contract (General, Supplementary and other conditions), Performance Bond and Payment Bond (AIA Document A312); Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

Add the following Subparagraphs 1.1.9, 1.1.10, to Paragraph 1.1:

1.1.9 The listed terms used in the Contract Documents shall have the meanings as follows:
Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
Furnish or Supply: To supply and deliver, unload, inspect for damage.
Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.
Provide: To furnish or supply, plus install.

1.1.10 The Escrow Agreement is a contractual document that shall be executed when the Contract amount exceeds $100,000. This document stipulates that interest may be earned on retainage funds.

Add the following Subparagraph 1.2.4 to Paragraph 1.2:

1.2.4 In general, mechanical and electrical drawings are diagrammatic and schematic, and cannot indicate every offset, fitting, and accessory required to avoid all conflict with other trades. Contractor shall check drawings of all trades to verify spaces available and make reasonable modifications, as directed, without extra cost to Owner; maintain headroom and other requirements in all areas; and where such requirements appear inadequate, notify Architect before proceeding.

ARTICLE 2: OWNER
Delete Subparagraph 2.2.1.

Add the following to the end of subparagraph 2.2.4:

"The Owner makes no representations as to the relevance, accuracy, or completeness of information in the Owner’s records made available to the Contractor."

Delete Paragraph 2.4 in its entirety and substitute the following:

2.4 If the Contractor defaults or neglects to carry out the Work in any respect in accordance with the Contract Documents and fails to commence to correct such default or neglect within seventy-two (72) hours after receiving written notice thereof from the Architect or Owner, and thereafter fails to use its best efforts to correct such default or neglect to the satisfaction of the Owner and the Architect, then the Owner may, without prejudice to the other remedies the Owner may have, make good such deficiencies. If the notice is given before final payment, an appropriate Change Order shall be issued deducting the payments then or
thereafter due the Contractor the costs of correcting such deficiencies, including compensation for the Architect’s additional services made necessary by such default, neglect, failure and the Owner’s administrative and legal expense, including the time of the Owner’s personnel in dealing with such default. If payment then or thereafter due the Contractor is not sufficient to cover such amount, the Contractor shall promptly pay the difference to the Owner.

ARTICLE 3: CONTRACTOR

Add the following Clauses 3.1.1.1 and 3.1.1.2 to Subparagraph 3.1.1:

.1 Contract Tier Structure: Contractor shall comply with the tiered structure requirements of Indiana Code IC 5-16-13-4. Contractor shall include pass-through provisions in sub-contracts at all tiers requiring compliance with the applicable provisions of Indiana Code IC 5-16-13.

.2 Contract Tiers:

.1 Tier 1: Person or entity having a contract with the Public Entity to perform some part of the Work, generally known as a “Prime Contractor”, herein referred to as “Contractor”.

.2 Tier 2: Person or entity having a contract with the Tier 1 Contractor to perform some part of the Work, generally known as a “Subcontractor”.

.3 Tier 3: Person or entity having a contract with the Tier 2 contractor to perform some part of the Work, generally known as a “Sub-subcontractor”.

.4 Lower Tier: Person or entity having a contract with the Tier 3 or lower contractor to perform some part of the Work, generally known as a “Lower Tier Subcontractor”.

Delete the last sentence of Subparagraph 3.3.1 in its entirety.

Add the following Clause 3.4.1.1 to Subparagraph 3.4.1:

.1 The Contractor shall directly contribute a minimum of 15 percent (15%) of the total Contract sum of labor and materials at the time the contract is awarded. Contribution shall consist of one or more of the following: Work performed by the Contractor’s employees, materials supplied directly by the Contractor, or services provided by the Contractor’s employees.

Add the following Clause 3.4.3.1 to Subparagraph 3.4.3:

.1 The University Weapons Policy for their employees shall also be followed by the Contractor’s employees and other persons carrying out the Contract. A copy of the University Weapons Policy will be available upon written request by the Contractor.

Add the following Subparagraphs 3.4.4 and 3.4.5 to Paragraph 3.4:

3.4.4 If the Contract Documents indicate that the Owner is to furnish certain items of materials, equipment or appliances that the Contractor is to install, the Contractor shall check each shipment, sign a receipt for the same, and be entirely responsible for breakdown or loss after receipt by the Contractor.

3.4.5 When specified in the Contract Documents that materials, equipment or appliances are to be installed in accordance with the manufacturer's specifications, instructions, or directions, the Contractor shall submit copies of such specifications, instructions, or directions as required by Paragraph 3.12. These specifications, instructions or directions will then be a part of the Contract Documents and shall be followed carefully in the execution of the Work.

Add the following Subparagraphs 3.6.1, 3.6.2, and Clause 3.6.2.1 to Paragraph 3.6:

3.6.1 The Contractor shall pay all unemployment, social security, and other such taxes imposed by local, state, or federal government.

3.6.2 The Owner is not subject to Indiana Retail Sales Tax or to Federal Excise Tax for material, products, and equipment incorporated into the project, and therefore these taxes should not be included in the Contractor's Bid or costs.

.1 Contractor shall submit Indiana General Sales Tax Exemption Certificate, Form ST-105, with purchases, indicating purchase is for “Sales to Indiana Governmental Units”.
Add the following Clause 3.7.1.1 to Subparagraph 3.7.1:

.1 The Contractor shall obtain the local building permit for this project from the City of Muncie and/or any other governmental bodies exercising appropriate jurisdiction over the project. A copy of the building permit shall be submitted to the Owner prior to the start of on-site work.

Add the following Clause 3.7.2.1 to Subparagraph 3.7.2:

.1 The Contractor and subcontractors at all tier levels, with a contract for work valued at $300,000 or more, shall, in accordance with Indiana Code 5-16-13-10(c), maintain qualification with the Indiana Department of Administration or the Indiana Department of Transportation, according to the type of work to be performed, until the completion of the project.

Add the following Subparagraph 3.7.6 to Paragraph 3.7:

3.7.6 The Work, shall comply with all Rules and Regulations of the Fire Prevention and Building Safety Commission, local ordinances, and such other statutory provisions pertaining to this class of work, such rules and regulations and local ordinances shall be considered as part of these Specifications. The Contractor entering into Contract with the Owner shall be knowledgeable of known ordinances and regulations, and shall notify the Architect of any deviation in the Contract Documents from such rules and regulations.

Delete Subparagraph 3.9.2 in its entirety and substitute the following:

3.9.2 The Contractor upon Owners request shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

Add the following Subparagraph 3.13.1 to Paragraph 3.13:

3.13.1 Contractor shall control sediment produced from Work activities in compliance with City, State and Federal requirements.

Delete Subparagraph 3.17 in its entirety and substitute the following:

3.17 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, including costs and fees incurred by the Owner.

Delete Subparagraph 3.18.1 in its entirety and substitute the following:

3.18.1 The Contractors and Subcontractors (hereinafter “Indemnitors”) hereby agree to indemnify, save and hold harmless, and defend at their own expense the Owner and Architect, their respective partners, agents, employees and any other person or entity for whom any of them may be legally responsible (herein collectively called “Indemnities”) against all claims, losses, damages, suits, costs and expenses, including attorney’s fees, or actions of any nature whatsoever which arise out of, or are alleged to arise out of, the Work to be performed by the Indemnitee; including without limiting the generality of the foregoing; all liability for claims for death or damage to property, including the loss of use thereof and consequential damages therefrom, or damages from economic loss, or damage to any Indemnitee or Indemnitor or its employees, servants and agents, whether such claims are based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitor, or even though caused, or alleged to be caused by the joint, several, or comparative, but not sole, negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee. If any part of this provision is adjudged to be contrary to law, the remaining parts of the provision shall in all other respects be and remain legally effective and binding. Moreover, this provision shall not be construed to eliminate or in any way reduce any other indemnification or right which the Owner or the Architect has by law.

ARTICLE 4: ARCHITECT

Add the following Clause 4.1.1.1 to Subparagraph 4.1.1:

.1 The term “Architect” used in these Documents shall include the primary design professional
designated by the Owner for this project, and may include Engineer, Landscape Architect or other professionals licensed in the State of Indiana to perform those services.

Delete Subparagraph 4.2.1 in its entirety and substitute the following:

4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction until 180 days after the Owner has approved the final Certificate for Payment and with the Owner’s concurrence, from time to time during the one year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

Delete Subparagraph 4.2.5 in its entirety and substitute the following:

4.2.5 Based on the Architect’s evaluations of the Contractor’s Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts. The Owner reserves the right to modify the payment amount for errors and omissions contained in the Application for Payment.

Delete Subparagraph 4.2.13 in its entirety and substitute the following:

4.2.13 The Architect’s shall have the authority to determine compliance of matters of esthetic effect consistent with the intent expressed in the Contract Documents. The Owner shall be the final authority on the acceptance of or modification of esthetic effects.

ARTICLE 7: CHANGES IN THE WORK

Add the following Subparagraph 7.1.4 to Paragraph 7.1:

7.1.4 The Contractor shall record all changes in the Work in the Contract Record Documents, indicating the effective date of the change and the change instrument designation.

Delete Subparagraph 7.3.6 in its entirety and substitute the following:

7.3.6 A Construction Change Directive signed by the Contractor indicates the Contactor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method of determining them. Such agreement shall be effective immediately and a Change Order shall be executed when the final cost for the Changes in Work is known.

Delete Subparagraph 7.3.9 in its entirety.

Add the following Subparagraph 7.3.11 to Paragraph 7.3:

7.3.11 Only after execution of a Change Order may an amount be included in an Application for Payment.

Add the following Paragraph 7.5, Subparagraph 7.5.1 and Clauses 7.5.1.1, 7.5.1.2, 7.5.1.3, 7.5.1.4, 7.5.1.5 and 7.5.1.6 to Article 7:

7.5 CHANGE ORDER CALCULATION

7.5.1 In Subparagraphs 7.3.3 and 7.3.7 the allowance for overhead and profit combined, 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, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by their Subcontractor(s), five percent (5%) of the amount due the Subcontractor(s).

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by their own forces, fifteen percent (15%) of the cost.

.4 For each Subcontractor, for Work performed by their Sub-subcontractor(s), five percent (5%) of the amount due the Sub-subcontractor(s).

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.7.
In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Labor and materials shall be itemized separately, indicating the added and deleted quantities of work, and unit prices for labor and materials with extensions and totals. Where major cost items are subcontracts, they shall also be accompanied by a complete itemization of costs.

ARTICLE 8: TIME

Delete Subparagraph 8.3.1 in its entirety and substitute the following:

8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by fire, unavoidable casualties, or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Nothing in this section shall permit the Contractor to seek additional time or additional compensation for adverse or unusual weather conditions. The Contractor shall expect such conditions when making its bid.

ARTICLE 9: PAYMENTS AND COMPLETION

Delete Paragraph 9.2 in its entirety and substitute the following:

9.2 SCHEDULE OF VALUES

Within 7 days after receipt of the Award and Notice to Proceed letter or at the preconstruction meeting, whichever occurs first, the Contractor shall submit to the Architect a Schedule of Values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Add the following Subparagraphs 9.2.1 and 9.2.2 to Paragraph 9.2:

9.2.1 The Schedule of Values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item on AIA Document G703, Continuation Sheet for G702.

9.2.2 The Contractor shall submit a schedule of the estimated amount of each monthly Application for Payment based on the Contractor's Construction Schedule and Schedule of Values.

Delete Subparagraph 9.3.1 in its entirety and substitute the following:

9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment (AIA Document G702 and G703) prepared in accordance with the schedule of values. Such application shall be notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers. Monthly payments shall be based on 90 percent (90%) of the true value of the work in place and materials, except cement, suitably stored on the premises. The Owner, at any time after 50 percent (50%) of the work has been completed, if the Owner finds that satisfactory progress is being made, may make any of the remaining partial payments in full providing the Contractor has obtained the consent of his Surety to a reduction in or partial release of retainage. The form for Contractor's obtaining consent of Surety shall be Consent of Surety to Final Reduction in or Partial Release of Retainage (AIA Document G707A). The remaining portion of the Contract Sum shall be paid 61 days after the date of Substantial Completion, provided that all Work is fully completed and the Contract fully performed.

Delete Clause 9.3.1.1.

Add the following Clauses 9.3.1.3, 9.3.1.4, 9.3.1.5, 9.3.1.6, and 9.3.1.7 to Subparagraph 9.3.1:

9.3.1.3 As applicable, Contractor shall include a Partial Waiver of Lien form which covers all of its Work from the prior Application and Certificate for Payment Documents.
9.3.1.4 As applicable, Contractor shall include a Partial Waiver of Lien form from its Subcontractors and major suppliers when requesting reduction in retainage, which covers all of its Work from prior Application and Certificate for Payment Documents.

9.3.1.5 Requests for payment that reduce the amount of retainage below 5% of the Total Contract Sum to Date are required to have final or partial Waivers of Lien from all subcontractors and major suppliers which, when totaled, do not exceed the amount remaining to be paid.

9.3.1.6 Upon Owners request, Contractor shall attach Compliance Affidavit related to Drug Testing Program (see Supplementary Conditions Item 13.9) to each Application and Certificate for Payment as follows:

This is to certify that in the performance of this Contract, neither the undersigned Contractor nor, upon information and belief, any of its Subcontractors has violated the “Drug Testing Program” provision of the General Conditions of the Contract.

9.3.1.7 Upon Owners request, Contractor shall attach Compliance Affidavit and supporting documents related to Self-performance of the Work (see Supplementary Conditions Item 3.4.1.1) to each Application and Certificate for Payment as follows:

This is to certify that in the performance of this Contract, that the Contractor has not violated the “Self-Performance” provision of the General Conditions of the Contract.

Add the following Subparagraph 9.6.8 to Paragraph 9.6:

9.6.8 Upon commencement of the Work, an escrow agreement and escrow account shall be established by the Owner on all contracts in excess of $100,000.00.

.1 The escrow agreement shall provide that the Owner act as Escrow Agent, will pay interest on funds deposited in such account in accordance with the provisions of the escrow agreement, and disburse funds from the account as set forth below.

.2 As each progress payment is made, the retainage with respect to that payment shall be deposited by the Owner in the escrow account.

.3 The interest earned on funds in the account shall accrue for the benefit of the Contractor until the completion of the project.

.4 When the work has been fully completed in a satisfactory manner, and the Contractor has fulfilled all of the requirements of the Contract providing for reduction of retained funds, and the Architect has issued a final Application and Certificate for Payment, the Owner shall release to the Contractor the retained funds owed but none of the interest earned. The Owner will then calculate the interest earned on the retainage held, less five percent which represents the Owner's portion of the interest earned, and make the interest payment to the Contractor within sixty (60) days of making the final payment.

Delete Paragraph 9.7 in its entirety and substitute the following:

9.7 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within fourteen days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

Delete Subparagraph 9.8.5 in its entirety and substitute the following:

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted to withhold 200% of the value (reference: IC 5-16-5.5-6) for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
Add the following Subparagraph 9.8.6 to Paragraph 9.8:

9.8.6 An Application for Final Payment shall be submitted within thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion provided the Work has then been completed and the Contract fully performed.

Delete Subparagraph 9.10.2 in its entirety and substitute the following:

9.10.2 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect the following: (1) Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706); (2) Contractor's Affidavit of Release of Liens (AIA Document G706A), (3) Final waiver of lien forms for the Contractor, all Subcontractors and major Suppliers; (4) Consent of Surety to Final Payment (AIA Document 707); (5) approved Project record Documents; (6) submission of Contractor provided documentation required for LEED certification, if sought for the project; (7) approved Operation & Maintenance Manuals; (8) Finish Manual, if project includes interior finishes; (9) executed warranties.

Add the following Paragraph 9.11 to Article 9:

9.11 Liquidated Damages
9.11.1 The Contractor and the Contractor’s surety shall be liable for and pay the Owner liquidated damages for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents, as stipulated in the Owner-Contractor Agreement as amended by Section 00 54 00 – AGREEMENT FORM SUPPLEMENTS – BSU A101 (BID-LD).

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

Add the following Clause 10.3.1.1 to Paragraph 10.3.1:

.1 Asbestos-containing material (ACM): shall be as defined by the Occupational Safety & Health Administration (OSHA) Regulation (Standards – 29 CFR) Section 1926.1101 (b).

Add the following Paragraph 10.5, Subparagraph 10.5.1 and Clause 10.5.1.1 to Article 10:

10.5 OCCUPATIONAL SAFETY AND HEALTH ACTS

10.5.1 General. The Contractor shall administer and comply with all the rules, standards and regulations of the Construction Safety Act (40 U.S.C. 333) and the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (29 U.C.C. 650 et. seq.) as administered and enforced by the Occupational Safety and Health Administration, Department of Labor.

.1 Regulation: The Contractor shall not require or permit any laborer or mechanic, including apprentices and trainees, employed in the performance of this contract to work in surroundings or conditions which are unsanitary, hazardous, or dangerous to his health as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation (29 CFR Part 1926, 36FR 7340, April 17, 1971) pursuant to Section 107 of the Contract Work Hours and Safety Standards Act.

ARTICLE 11: INSURANCE AND BONDS

Delete Subparagraph 11.1.2 in its entirety and substitute the following:

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits described in Clauses 11.1.2.1 to 11.1.2.6 or required by law whichever is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained from the date of commencement of the Work to the date of final completion of Work unless otherwise specified by the Owner.

.1 The Contractor and/or Subcontractors at all Tiers shall take out and maintain during the life of this Contract Workers’ Compensation and Occupational Disease Insurance, Employers Liability, Disability Benefits, Unemployment Compensation as required by all applicable Indiana and Federal laws with limits in full compliance with those laws.

.2 The Contractor and/or Subcontractors at all Tiers shall take out and maintain during the life of this Contract a standard Commercial General Liability Policy with limits of $2,000,000 per aggregate
and $1,000,000 per occurrence for bodily injury and property damage, personal injury and advertising injury, and products and completed operations. In addition medical payments coverage in the amount of $5,000 must also be provided under this policy.

.3 The Contractor and/or Subcontractors shall take out and maintain during the life of this Contract Contractual Liability Coverage with limits of $1,000,000 per aggregate and $1,000,000 per occurrence.

.4 The Contractor and/or Subcontractors shall take out and maintain during the life of this Contract Automobile Liability Coverage with limits of $1,000,000 per aggregate and $1,000,000 per occurrence for bodily injury and property damage for all autos, hired autos, and non-owned autos.

.5 The Contractor and/or Subcontractors shall take out and maintain during the life of this Contract Excess Liability Coverage to cover insurance described in Clauses 11.1.2.2 to 11.1.2.4 with limits of $2,000,000 per aggregate and $2,000,000 per occurrence when the cost of construction is less than $5,000,000; limits of $4,000,000 per aggregate and $4,000,000 per occurrence when the cost of construction is between $5,000,000 and $10,000,000; limits of $7,000,000 per aggregate and $7,000,000 per occurrence when the cost of construction is over $10,000,000.

.6 The Contractor and/or Subcontractors will take out and maintain during the life of this Contract a Builder's Risk Policy or installation floater or other such policy approved by the Owner in an amount equal to the lesser of the deductible, currently at $100,000, under the Owner's property insurance or the cost of construction. The deductible under this Policy will be an amount no greater than $5,000.

.7 The Owner will be named as an Additional insured, except for Workers Compensation, on the coverage required above with respect to work performed on the Project by the Contractor.

Add the following Clauses 11.1.3.1 and 11.1.3.2 to Subparagraph 11.1.3:

11.1.3.1 The form of Certificates of Insurance shall be the current ACORD 25-S submitted in duplicate. The Contractor shall furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.

11.1.3.2 Certificates of such insurance shall be submitted to the Owner and Architect prior to start of Work.

Add the following Subparagraph 11.1.5 to Paragraph 11.1:

11.1.5 The Owner shall not be liable to any person for the failure of the Contractor or of any Subcontractor to carry any specified insurance or to furnish proof of the carriage thereof to the Owner.

Add the following Subparagraph 11.1.6 to Paragraph 11.1:

11.1.6 When the Contractor is required to provide delegated design services by registered professional engineers or architects, the engineers or architects who provide such design services shall procure and maintain professional liability insurance during the term of this Agreement and for a period of ten (10) years following Substantial Completion of the Work, covering claims arising out of or related to an error, omission or negligent act with respect to such design services, with a minimum per claim limit of $1,000,000, a minimum aggregate limit of $2,000,000 and a self-insured retention or deductible not to exceed $50,000. Such insurance shall be procured from an insurance company licensed in the State of Indiana and the Contractor shall provide to the Owner, prior to commencement of the design or installation of the delegated design Work, a Certificate of Insurance evidencing that the required coverages and limits are in effect. The Contractor shall also provide a Certificate of Insurance confirming that such coverage and limits remain in place as of Substantial Completion of the Work and at other times during the ten (10) year period thereafter as may periodically be requested by Owner.

Delete Subparagraph 11.3.1 in its entirety and substitute the following:

11.3.1 At the Owner's discretion, property insurance shall be purchased and maintained by the Owner, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, whether in the form of Builder's Risk coverage or an Installation Floater. The amount of coverage shall be equal to at least 100 percent of the insurable portion of the project. Such property insurance shall be maintained until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by Paragraph 11.3 to be covered, whichever is later. This insurance shall include the interest of the Owner, the Contractor, Subcontractors
and Sub-subcontractors in the project. The Owner shall provide Contractor with a copy of insurance coverage as requested.

Delete Clause 11.3.1.3

Add the following Clause 11.3.1.6 to Paragraph 11.3:

11.3.1.6 The Contractor and/or Subcontractors will take out and maintain during the life of this Contract a Builder’s Risk Policy or installation floater or other such policy approved by the Owner in an amount equal to the lesser of the deductible, currently at $100,000, under the Owner’s property insurance or the cost of construction. The deductible under this Policy will be an amount no greater than $5,000.

Delete Subparagraph 11.3.6.

Delete Subparagraph 11.3.9 in its entirety and substitute the following:

11.3.9 If required in writing by any party in interest, the Owner as fiduciary shall, upon the occurrence of an insured loss, give bond for the proper performance of the Owner’s duties. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

Delete Subparagraph 11.3.10 in its entirety and substitute the following:

11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers.

Add the following Subparagraphs 11.3.11 and 11.3.12 to Paragraph 11.3:

11.3.11 The Contractor shall insure separately all materials destined to become a part of the Work when such materials are stored away from the site of the Work. Such insurance shall include the interest of the Owner and shall be subject to review and inspection by the Owner.

11.3.12 The Contractor shall insure separately or be responsible for all of its equipment, tools, scaffolding, staging, towers, forms and temporary buildings, owned, borrowed or rented by the Contractor and Subcontractors, and all materials and systems that are not intended to become a part of the Work.

Delete Subparagraph 11.4.1 in its entirety and substitute the following:

11.4.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents prior to the start of Work on site or on the date of execution of the Contract, whichever occurs first. If the Owner at any time, for justifiable cause shall be or become dissatisfied with any surety or sureties related to the currently held Performance and/or Payment Bonds, the Contractor shall within five (5) days after written notice from the Owner, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties that may be satisfactory to the Owner. The Premiums on such bond(s) shall be paid by the Contractor. No further payments shall be deemed due or shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

Add the following Clause 11.4.1.1 to Subparagraph 11.4.1:

11.4.1.1 The Contractor shall furnish a Performance and Payment Bond (AIA Document A312), in an amount at least equal to one hundred percent (100%) of this Contract price as security for the faithful performance of this Contract. The Contractor will be responsible for payment of such bonds as a part of the Contract.

**ARTICLE 12: AFTER SUBSTANTIAL COMPLETION**

Add the following Clause 12.2.2.4 to Subparagraph 12.2.4:

12.2.2.4 Upon request by the Owner and a minimum of two (2) months prior to the expiration of the one year period for correction of Work, the Architect will conduct and the Contractor and subcontractors shall attend a meeting with the Owner to review the facility operations and performance. The Contractor shall correct deficiencies identified in writing during and pursuant to the meeting before the expiration of the one
year period for correction of Work.

ARTICLE 13: MISCELLANEOUS PROVISIONS
Delete Paragraph 13.1 in its entirety and substitute the following:

13.1 GOVERNING LAW
This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State Of Indiana. Any action or judicial proceeding for the enforcement of this Agreement shall be instituted only in the Circuit Courts of Delaware County Indiana or the United States District Court for the Southern District of Indiana.

Delete Paragraph 13.6.
Add the following Paragraph 13.8, 13.9 and 13.10 to Article 13:

13.8 NON-DISCRIMINATION PROVISIONS
13.8.1 The Contractor shall maintain policies as follows:

.1 The Contractor and their Subcontractors and Suppliers shall perform, observe and comply with all applicable state, municipal, and federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment for reasons including, but not limited to, race, color, religion, national origin, sex, disability, or ancestry. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

13.9 DRUG TESTING PROGRAM
In accordance with Indiana Code 4-13-18 as amended, each Contractor that submits a bid for a public works project that is estimated to cost $150,000 or more is required to submit with the bid a written drug plan. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the Contractor and Subcontractors for drugs. The successful Bidder must comply with all provisions of the statute or the contract is subject to cancellation. In addition, upon Owners request, Contractor will attach a Compliance Affidavit to each Application and Certification for Payment in accordance with 9.3.1.6.

13.10 UNIVERSITY TOBACCO-FREE CAMPUS POLICY
In accordance with Ball State University Tobacco-Free Campus policy, all contractors, their subcontractors, suppliers and employees shall comply with the University’s policy regarding tobacco use on campus. This policy (item No. 8) was adopted by the Board of Trustees on May 3, 2013. Tobacco use is prohibited in all university buildings and outdoor campus areas, except in fully enclosed personal vehicles and in the designated outdoor smoking area at the southwest corner of the R2 parking lot. The complete policy is available at http://cms.bsu.edu/~media/WWW/DepartmentalContent/SmokeFree/TobaccoFreePolicy.pdf

ARTICLE 15: CLAIMS AND DISPUTES
Delete Clause 15.1.5.2. in its entirety.
Delete Subparagraph 15.2.1 in its entirety and substitute the following:

15.2.1 Claims, excluding those arising under Paragraphs 10.3, 10.4, 11.3.9, and 11.3.10 shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1 an initial decision, shall be required as a condition precedent to litigation of any arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
Delete Subparagraph 15.2.5 in its entirety and substitute the following subparagraph 15.2.5:

15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The Initial decision shall be final and binding on the parties but subject to litigation.

Delete Subparagraph 15.2.6
Delete Clause 15.2.6.1
Delete Paragraph 15.4 including Subparagraphs 15.4.1, 15.4.1.1, 15.4.2, and 15.4.3.
Delete Subparagraph 15.4.4 including Clauses 15.4.4.1, 12.4.4.2 and 15.4.4.3

END OF SUPPLEMENTARY CONDITIONS