



**THE INDIANAPOLIS PUBLIC LIBRARY
REQUEST FOR PROPOSAL
CONSTRUCTION MANAGER AS CONSTRUCTOR SERVICES
FOR
the
LEARNING CURVE
at central library
RENOVATION PROJECT**

RFP Issue Date: August 15, 2023

Project Site: 40 East St. Clair
Indianapolis, IN 46206

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I. BACKGROUND AND GENERAL INFORMATION

Pursuant to Indiana Code § 5-32, the Indianapolis-Marion County Public Library ("IndyPL") by issuing this Request for Proposal ("RFP") is seeking proposals ("Proposals") from qualified Offerors ("Offerors") to provide Construction Manager as Constructor Services ("Services") for the Learning Curve at Central Library Renovation Project ("Project").

IndyPL intends to review the Proposals submitted by Offerors with the intent of entering into an agreement with an entity for the Project described in the RFP when deemed to be in IndyPL's best interest.

The form of agreement will be AIA® A133™ Owner/Construction Manager as Constructor Agreement 2019, as modified ("Agreement"), a draft of which is included as Attachment F to this RFP.

IndyPL is seeking Offerors whose combination of experience, personnel, and processes will provide timely, cost-effective and exemplary professional Services. It is the intent of IndyPL to work with the selected Offeror for the Services to reach an agreed upon guaranteed maximum price for the Service.

IndyPL is fully committed to supporting and encouraging economic growth and business opportunities in Marion County by strengthening IndyPL's relationships with minority, women, disability, and veteran-owned business enterprises. This is achieved by providing an equal opportunity for participation in all IndyPL business. Additional information about IndyPL's Commitment to Diversity is available on IndyPL's web site: <https://www.indypl.org/vendor-opportunities/commitment-to-diversity>.

The IndyPL Board of Trustees, with Resolution 28-2020, has adopted the following Minority, Women, Disability, and Veteran-owned Business Enterprise Utilization Goals:

The utilization goal for Minority-owned Business Enterprises (MBE) is fifteen percent (15%).
The utilization goal for Women-owned Business Enterprises (WBE) is eight percent (8%).
The utilization goal for Disability-owned Business Enterprises (DOBE) is one percent (1%).
The utilization goal for Veteran-owned Business Enterprises (VBE) is three percent (3%).

Attainment of these four (4) utilization goals will be based on the cumulative amount of work under the Contract. IndyPL understands there may be instances when the utilization goals cannot be achieved by the Vendor in the preparation of their Response. In these instances, the Vendor is required to provide evidence of sufficient outreach and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet these four (4) utilization goals.

This RFP describes the Services required and contains the terms and conditions for the Agreement.

1. Response Due Date. The responses are due at the date, time, and location established in Attachment C.
2. Partnerships and Joint Ventures in Response to the RFP. IndyPL will consider partnerships and Joint Ventures between Offerors to provide the Services.
3. Agreement Period. The Agreement shall cover the period required for the planning, coordination, implementation, and support of the Services.
4. Definitions. The term Offeror ("Offeror") **denotes those** entities submitting a Proposal in response to this RFP. The term Construction Manager as Constructor ("CMc") is used throughout this RFP to define the entity selected to provide the Services described in this RFP.
5. Pre-proposal Conference. A Pre-proposal Conference will be held at the date, time, and location established in Attachment C. Notification of planned attendance is required to facilitate distribution of links to interested Offerors.

II. REQUIRED SERVICES

This section of the RFP provides an overview of the Services requirements. Specific Service requirements are included in Attachment A and Attachment F.

1. General Requirements.

- a. The Services shall include the planning, coordination, implementation and support of the Services as described.
- b. CMc shall furnish all supplies, materials, vehicles, and equipment necessary for the performance of the Services under this RFP. IndyPL reserves the right to review all materials used and make a determination of appropriateness.
- c. CMc shall provide, upon request by IndyPL, incidental or special work on a lump-sum or hourly not-to-exceed basis as mutually agreed upon in writing by the parties.
- d. CMc shall employ at all times the quantity and quality of supervision necessary for the effective and efficient completion of the Services. CMc's supervisors shall be fully and adequately trained and experienced in the supervision of staff and sub-contractors. All supervisors shall have an intimate knowledge of the various tasks, equipment and materials so as to be able to both properly train and direct their staff in their individual tasks.
- e. CMc shall employ at all times the quantity and quality trained and experienced employees for the Services and shall take reasonable precautions to ensure such employees are reliable and of good character.
- f. CMc's employees and sub-contractors, while on IndyPL premises, shall wear appropriate identification furnished by CMc. Any of CMc's employees and subcontractors not having valid identification may be required to leave the premises immediately upon request by an IndyPL representative. Under no circumstances shall any person not displaying proper identification accompany CMc's employees and subcontractors on the premises. Violation of this rule by a CMc's employees, subcontractors or agents will result in the automatic removal of that person from the Services.

III. ATTACHMENTS

Attachment A – Scope of Services and Project Description

Attachment B – Offeror Proposal Sheet and Non-Collusion Affidavit

In addition to submission of information required by the Offeror Proposal Sheet, if an Offeror believes that additional services or adaptations for the Project beyond those specified in the RFP are required or recommended to fulfill the Project's intent, the Offeror shall also propose the additional services or adaptations and the associated costs or fees for those additions. In all events, Offerors shall clearly specify which costs, if any, are not included in the fees submitted in the Offeror Proposal Sheet.

Attachment C – RFP and Project Schedule

IndyPL reserves the right to make changes to the Schedule and will provide proper notification to all known Offerors at the time any changes occur.

Attachment D – E-Verify Affidavit

The CMc shall agree to enroll in and participate in the E-Verify Program as required by Indiana Code § 22-5-1.7-11 during the hiring process for all employees hired after the date of the Agreement. The CMc shall also agree to require its subcontractors who may perform work under the Agreement to certify to the CMc that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CMc shall agree to maintain this certification throughout the duration of the term of a contract with a subcontractor. IndyPL may terminate a resulting Agreement for default if the CMc fails to cure a breach of these E-Verify provisions no later than thirty (30) days after being notified by IndyPL of such breach. As a condition to submitting a Proposal and to entering into an Agreement, the CMc shall execute the E-Verify Affidavit, which shall be an exhibit to the Agreement. Such affidavit shall be in the form attached to this RFP.

Attachment E – General Conditions Worksheet

Attachment F – Draft Agreement

IV. GENERAL TERMS AND CONDITIONS GOVERNING THE RFO

1. Request for Proposal. Pursuant to Indiana Code § 5-32-3-2 IndyPL is notifying Offerors who have the potential to furnish the requested Services. Each Offeror can receive a **copy via download from IndyPL's website**. Offerors are responsible for making copies as required to satisfy their needs. Offerors are encouraged to initiate preparation of their proposals immediately upon receipt of this RFP, to allow time for all relevant questions and information needs to be identified and answered, and for preparation of a comprehensive and complete response.
2. Point of Contact. All communication with IndyPL shall be directed to the single point of contact for IndyPL identified on the first page of the RFP.
3. Schedule of Activities. Attachment C outlines the schedule of major activities for the RFP, the CMc selection process, and the Project. IndyPL reserves the right to amend the schedule as necessary.
4. Offeror Qualifications. The Offeror shall have the following minimum qualifications:
 - a. A sound business reputation and required licensures in the State of Indiana necessary to provide the Services;
 - b. Proven capabilities in delivering Services on time and on budget;
 - c. Appropriate resources to satisfy the requirements for the Services requested by this RFP;
 - d. Demonstrated track record in planning, coordination, implementation, and support for similar service relationships;
 - e. Demonstrated track record in minority, women, disability, and veteran-owned business enterprises utilization; and

f. Demonstrated track record in overall client satisfaction.

5. Offeror Rights. All materials submitted in response to this RFP become the property of IndyPL upon delivery, shall not be returned to the Offeror and may be appended to any formal documentation, which would further define or expand the contractual relationship between IndyPL and a selected Offeror. No submissions or supporting documentation will be returned to Offeror.

Offerors submitting Proposals should recognize that IndyPL is a public body and, as a public body, IndyPL is subject to disclosure requirements and must abide by public record laws. Neither party shall be liable for disclosures required by law.

6. Reservation of Rights. This RFP does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of a Proposal to this request, or to otherwise contract for any Project. IndyPL reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified Offerors, to award only a portion of the Services, to award Services to more than one Offeror, or to cancel in part or in its entirety this RFP, if it is in the best interest of IndyPL to do so. IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. The lowest fee Proposal shall not necessarily be selected. IndyPL specifically reserves the right to reject any or all Proposals or any part thereof; or to waive any defects or informalities in a Proposal when it is determined by IndyPL to be in IndyPL's best interest.
7. Late Proposals Not Considered. Proposals received after the stipulated Proposal Submission Deadline established in Attachment C will not be considered.
8. Inconsistency or Error in the RFP. Any Offeror believing that there is any ambiguity, inconsistency or error in the RFP shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the Proposal Submission Deadline will constitute a waiver of claim of ambiguity, inconsistency or error.
9. Offeror Errors or Omissions. IndyPL is not responsible for any errors or omissions in Offeror's Proposal.
10. Addenda. IndyPL shall not be responsible for any oral instructions given by any employees or representatives of IndyPL in regard to the RFP instructions, Services requirements, or RFP documents as described in this RFP. Any changes in or clarifications to this RFP will be in the form of a written addendum, which will be furnished to all Offerors who are listed with IndyPL as having received the RFP or to any other Offeror who requests an addendum.
11. Offeror Incurred Costs. The Offeror shall be responsible for all costs incurred in preparing or responding to this RFP.
12. Modification or Withdrawal of Proposal. A Proposal may not be modified, withdrawn or cancelled by an Offeror for ninety (90) days following the Proposal Submission Deadline and each Offeror so agrees in submitting the Proposal. Proposals may be withdrawn, altered and/or resubmitted at any time prior to the Proposal Submission Deadline. Notice of pre-submittal date withdrawal shall be in writing over the

signature of the Offeror or may be submitted to IndyPL by facsimile or electronic mail transmission. If by facsimile or electronic mail transmission, written confirmation over the signature of the Offeror shall have been mailed and postmarked on or before the Proposal Submission Deadline. Withdrawn Proposals may be resubmitted up to the Proposal Submission Deadline, provided that they are then fully in conformance with these general terms and conditions.

13. Rejection of Solicitation Responses. IndyPL reserves the right to reject any or all proposals received, or any part thereof; to accept any response or any part thereof; or to waive any informality when it is deemed to be in IndyPL's best interest. Any Offeror objecting to the rejection of a Proposal, or portion thereof, shall submit a written protest stating the reasons for the protest to IndyPL within five (5) calendar days from the date of IndyPL's Written Notice of Intent to Enter into an Agreement as established in Attachment C.
14. Offeror Certification. By submission of a proposal, the Offeror certifies that the Offeror has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.
15. Exceptions. It is the intent of IndyPL to award an Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of any "Exception" in response to any material condition or requirement of the RFP as an attempt by the Offeror to vary the terms of the RFP, which, in fact, may result in giving such Offeror an unfair advantage over other Offerors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the opinion of IndyPL, the exceptions alter the overall intent of this RFP, unless the exception would be of material benefit to IndyPL.
16. IndyPL's Right to Disqualify For Conflict of Interest. IndyPL reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Offeror submitting a Proposal waives any right to object at any future time, before any agency or board, including but not limited to, IndyPL Board of Trustees, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.
17. Warranties. Any Offeror submitting a Proposal in response to this RFP warrants and guarantees that the Offeror is fully capable of providing the Services and performing each and every task set forth in the Proposal. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the Offeror is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.
18. Covenant against Contingent Fees. The Offeror warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business.

For breach or violation of this warranty, IndyPL shall have the right to immediately terminate the Agreement without liability or in its discretion to deduct from fees or payments due the Offeror the commission, percentage brokerage or contingent fee.

19. Gratuities. IndyPL may immediately terminate consideration of an Offeror's Proposal or the right of a CMC under the Agreement if it is found that gratuities in the form of entertainment, gifts or otherwise of any value were offered or given by the Offeror, or any representative of the Offeror, to any officer or employee of IndyPL with a view toward securing the Offeror selection or Agreement, or the making of any determinations with respect to the issuance or performance of an Agreement; provided that the existence of facts upon which IndyPL makes such findings shall be an issue and may be reviewed in any court of law. In the event of such termination, IndyPL shall be entitled to pursue the same remedies against the Offeror or CMC as IndyPL could pursue in the event of default by the Offeror or CMC.
20. Diversity and Inclusion in Employment. The CMC in performing work under an Agreement resulting from this RFP shall not discriminate against any worker, employee or applicant because of race, creed, color, religion, gender, national origin, age or disability or veteran status, nor otherwise commit an unfair employment practice. The CMC will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, creed, color, religion, gender, national origin, age, disability or veteran status.
21. Protest of Award. Any person or entity who has an objection to the awarding of the Agreement to any Offeror by IndyPL, shall lodge that protest, in writing, with IndyPL no later than 5:00 p.m. local time of the fifth (5th) calendar day following release of IndyPL's Notice of Intent to Enter into an Agreement letter. IndyPL retains the right to reject all protests not filed within this time and those found to be without merit.
22. Offeror Inquiries. Any questions that arise relating to this RFP shall be directed, in writing, or via e-mail to the Point of Contact identified on the cover page.
23. News Releases. News releases pertaining to this RFP or the Services shall not be made without prior approval of IndyPL.
24. Standard/Licensure Requirements. The CMC shall provide documentation to IndyPL evidencing all necessary business licenses to provide the Services prior to the awarding of the contract.
25. Out of State Offerors. It shall be a condition to the Agreement that any out-of-state Offeror that may be selected as the CMC shall be duly registered and qualified to do business within the State of Indiana.
26. Investments. By submission of a Proposal, the Offeror certifies that the Offeror is not engaged in any investment activities in Iran pursuant to Ind. Code § 5-22-16.5-13(b).
27. Award. IndyPL reserves the right to award the Services to an Offeror when deemed to be in IndyPL's best interest.

V. TERMS AND CONDITIONS GOVERNING THE AGREEMENT

IndyPL is a Municipal Corporation within the City of Indianapolis and Marion County. In addition to the requirements included the RFP, a CMc entering into a contract with IndyPL shall agree to a number of general terms and conditions. If an Offeror cannot agree to any of the stated general terms and conditions, their Proposal shall clearly state the reason for any such non-compliance. The submission of a Proposal constitutes the agreement of the Offeror that any agreement to be drawn as a result of an award herein will be prepared by the IndyPL. The submission of a Proposal shall further constitute the consent of the Offeror that it shall not insist on the use of standard contract agreements, documents or forms, and that it waives any demand for the use of its standard agreements. The Agreement will be drafted under the supervision of IndyPL's attorney and shall be the controlling document. The CMc may be requested to submit copies of their applicable standard contract forms for information purposes.

1. Compliance with Laws. In performing the Services, the CMc shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments.
2. Continuation during Disputes. The CMc agrees that, notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the Agreement to be entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.
3. Organization Employment Disclaimer. Any Agreement entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The CMc will agree that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.

The CMc shall have the sole responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by the CMc in the performance of the Services and shall indemnify and hold IndyPL harmless with respect thereto.

4. Method of Payment. CMc will be paid in accordance with payment procedures as stipulated in the Agreement. The CMc shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the CMc's designated banking account for payment of approved invoices. Reports and invoices submitted shall contain the purchase order number under which the Agreement is awarded. CMc shall submit payments/invoices/reports to the addressee designated in the Agreement. The CMc shall, at a minimum, submit monthly invoices, for each payment requested, such statement to also include a detailed breakdown of all charges. All approved invoices will be paid within 30 days by IndyPL unless any items thereon are questioned, in which event payment will be

withheld pending verification of the amount claimed and the validity of the claim. The CMc shall provide complete cooperation during any such investigation.

5. Interest. If for some reason IndyPL is delayed in making prompt and timely payments for approved invoices per the Agreement, the maximum the CMc may be entitled to accrue interest on the outstanding amount is a rate of one percent (1%) per month for each full calendar month.
6. Material Mark-up Expense. CMc shall not be permitted to add a material mark-up expense or fee for additional equipment and/or materials secured and provided as part of the Services except as provided for in the Agreement.
7. Pre-Payment for Equipment or Services. Unless authorized by a Resolution of the IndyPL Board of Trustees, IndyPL is not permitted to pay for any materials or services not yet on site or provided, nor is the CMc permitted to invoice for materials or services not yet on site or provided.
8. Changes. Any and all changes, revisions or modifications to the Services must be previously authorized in writing by the IndyPL Designated Representative. IndyPL shall not be required to pay for any Services component provided under a change order that is not approved by IndyPL. Upon request, the CMc shall provide documentation of time and material spent on each change order.
9. Insurance. CMc shall secure, pay for and maintain insurance policies as stipulated in the Agreement in full force and effect throughout the term of an Agreement that may be entered between CMc and IndyPL. The policies shall protect against any loss or claim arising from or relating to the Agreement, CMc's **Service and activities, or presence at** IndyPL facilities, and any act or omission of CMc or its employees and/or agents or Subcontractors in connection with the Services provided under the Agreement, and shall cover the contractual indemnification liability assumed by CMc pursuant to the Agreement.
 - a. All applicable insurance policies shall be endorsed to name the following as **additional insured's**:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, contractors, licensees, and successors.
 - b. All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the **most current edition of A.M. Best's Property-Casualty Key Rating Guide**, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
 - c. CMc shall deliver to IndyPL, prior to commencement of the Services under an Agreement, Certificates of Insurance confirming the existence or issuance of all

insurance policies required to be carried hereunder. If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny CMc access to IndyPL facilities.

di. These insurance provisions are minimum requirements and shall not relieve CMc of its indemnity, defense and hold harmless obligations.

10. Suspension of Work/Termination or Suspension. IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which the CMc is employed by giving one (1) day written notice to the CMc; however, if any portion of the Services shall be terminated or suspended, IndyPL shall pay the CMc equitably for all work properly performed prior to termination. If the Services are suspended and the CMc is not given an order to resume work within sixty (60) days from the effective date of the suspension, the Agreement will be considered terminated.
11. Prime Contractor Responsibility. Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the Offeror Proposal. The CMc shall be responsible for the performance of the Services under the Agreement whether or not subcontractors are used. In arrangements involving more than one firm, it does not matter to IndyPL which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Services as delineated in the Agreement. IndyPL will only enter into an Agreement with the prime CMc. If a Subcontractor of CMc fails to perform in a reasonable manner IndyPL may require CMc to terminate the Subcontractor. Any increased cost or expense incurred by reason of any such termination shall be borne by CMc.

At the request of IndyPL, CMc shall promptly remove from IndyPL premises any employee of CMc who, in the sole opinion of IndyPL, has been negligent, wasteful, dishonest or otherwise unsatisfactory in performing their duties.

12. State Sales Tax. IndyPL, as a Municipal Corporation, is Indiana State Sales Tax-exempt. IndyPL will provide the tax-exempt certificate and supporting documentation following issuance of a Notice of Intent to Award a Contract.
13. Non-Appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by IndyPL are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then IndyPL shall have the right to terminate the Agreement without penalty by giving written notice documenting the lack of funding.
14. Audit of Contract Records. CMc shall keep all resulting contract records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request for a period of 3 years after the end of the Agreement term and completion of the Services.

VI. REQUIRED PROPOSAL FORMAT

1. General Requirements. The Proposal shall contain all information responsive to the RFP and the items listed below.
2. Specific Proposal Format and Content. Information contained in the Proposal shall not exceed sixty (60) doubles-sided pages, including the Offeror's Proposal Sheet and Non-Collusion Affidavit, and excluding the cover sheets and tab dividers. In order to facilitate comparison and review of the Proposal, each Offeror should use tab dividers with section numbers and titles consistent with the format outlined below:
 - a. Offeror Introduction and Cover Letter:
 - 1) Offeror name, address, phone, fax and e-mail address.
 - 2) Contact person for the Offeror's **response to the RFP**.
 - 3) Include a statement of availability to meet the schedule per Attachment C.
 - 4) Signature of the contact person. This signature serves as verification the Offeror is a legal entity, the Offeror does not discriminate, the contact person is authorized to act on the Offeror's **behalf**, the Offeror has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any person associated with IndyPL, and the Proposal will remain valid for at least ninety (90) days.
 - b. Offeror Proposal Sheet and Non-Collusion Affidavit included as Attachment B.
 - c. General Conditions Worksheet included as Attachment E.
 - d. Offeror Profile:
 - 1) Background information on the Offeror and its operations, including years in business, the nature of services provided, and the size of permanent staff and crew.
 - 2) Information relating to the business organization of the Offeror and any partnership, joint venture, third-party or subcontractor proposed by the Offeror.
 - 3) Description of the Offeror's **organization chart, names of employees** to be primarily assigned to the Services, and the role of each employee.
 - 4) The Offeror shall provide the resumes of all employees intended to serve in supervisory and management roles for the Services.
 - 5) Description of any incidents or claims against a contract, or pending litigations to which the Offeror is a party within the last three (3) years. IndyPL reserves the right to request additional information to explain any of the above disclosed situations.
 - 6) State any conflicts of interest Offeror or any key team member may have with IndyPL or the Project.
 - e. Provide a detailed tabulation of the Offeror's history in contracting with or hiring minority, women, disability, and veteran-owned business enterprises for the past three (3) years.
 - f. Provide a detailed tabulation of the Offeror's good faith efforts to fulfill goals set by clients for contracting with or hiring minority, disability, and veteran-owned business enterprises for the past three (3) years.
 - g. Provide a description of the approach, processes, and procedures the Offeror intends to follow in outreach efforts to promote contracting with or hiring minority, women, disability, and veteran-owned business enterprises.
 - h. Provide a sample work plan outlining the approach, processes, and procedures the Offeror intends to follow in providing the Services.

- i. Provide a description of the Offeror's anticipated work to be self-performed as part of the Project.
 - j. Provide a description of the Offeror's approach to the determination of the **Guaranteed Maximum Price ("GMP")**. Include considerations for timing of the GMP, contingencies included in the GMP, and potential incentives/penalties relating to the GMP.
 - k. Provide financial statements or other suitable documentation covering the past three (3) years, demonstrating the Offeror possesses adequate reserves and credit capacity to perform the Services required by the RFP. The required financial documentation does not count against the maximum page count and can be treated as a confidential document under separate cover.
 - l. Provide documentation on the Offeror's **ability to meet** the insurance and bonding requirements established in the RFP.
 - m. Executed E-Verify Affidavit included as Attachment D.
 - n. To the extent an Offeror is incapable of complying with or takes exception to any aspect of the requirements, proposal terms, and general terms and conditions described in the RFP, including Attachment F, the Offeror shall specifically identify and describe such exceptions in this section of its response to this RFP.
 - o. Additional information. Offeror may provide any other information, within the maximum page limit, they believe may add to their Proposal.
3. Proposal Submittal Instructions. One (1) bound original, five (5) bound print copies, and one (1) electronic .pdf copy on a thumb-drive of the Proposal shall be sealed in a package showing, in addition to IndyPL Point of Contact name and address, the following information on the outside of the package or envelope:
- a. Offeror's Name.
 - b. Request for Proposal title.

The Proposal package shall be personally delivered, sent by delivery service, or sent by mail to the Point of Contact at the address identified on the RFP cover page. Regardless of the mode of delivery, the Proposal shall be received by IndyPL by the Proposal Submission Deadline established in Attachment C in order to be considered.

4. Opening. The responses received by the deadline will be opened privately at the date, time, and location established in Attachment C.
5. Additional Information. Following receipt of the Proposals, IndyPL reserves the right to request additional information from and conduct discussions to clarify the Proposals with Offerors reasonably susceptible of being awarded the Services. IndyPL will not share information gathered in such discussions with any other competing Offerors. The proposed date and times are established in Attachment C
6. Confidential Information and Public Records. Offerors are advised materials contained in the Proposals are subject to the Indiana Public Records Act, IC 5-14-3 et seq. ("IPRA"), **to which IndyPL must abide**. After the contract award, the entire Proposal less any agreed upon confidential material, may be viewed and copied by any member of the public, including news agencies and competitors. Offerors claiming a statutory exception to the IPRA must:
- a. Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Offeror

- Name, IndyPL Point of Contact Name, and the RFP Title.
- b. Provide a transmittal letter listing the included confidential material items.
 - c. Indicate in the transmittal letter by citing which statutory exception provision applies to each listed confidential material item.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim that the information designated is confidential under one of the cited disclosure exceptions to the IPRA, it may either discuss its interpretation of the allowable exceptions with the Offeror or reject the Proposal. If agreement can be reached on the nature of the requested confidential materials, the Proposal will be considered. If agreement cannot be reached, IndyPL will remove the Proposal from consideration for award and return the **entire "Confidential" package to the Offeror**. The rest of the Proposal and other supporting documentation will not be returned to Offeror and remain part of the RFP file. IndyPL and the IPRA does not consider prices, fees, or wage rates to be confidential information as the information will be included in any agreement resulting from the RFP. Neither party shall be liable for disclosures required by law.

VII. EVALUATION CRITERIA

IndyPL will evaluate Proposals based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements. Upon review of the information included in the Proposals, IndyPL will select the Offeror that best meet the needs of IndyPL based on a combination of all of the criteria. Overall cost, although an important factor, will be only one of the criteria considered. IndyPL will evaluate the Proposals based on the criteria listed below in no particular order of priority:

1. The satisfaction level of current and former clients, architects/engineers, and first tier-subcontractors of the Offeror under contracts similar to the requirements of IndyPL;
2. Proposed fees;
3. Minority, women, disability, and veteran-owned business enterprises utilization history; and
4. Any other criteria deemed relevant by IndyPL.

VIII. EVALUATION COMMITTEE

The Evaluation Committee will consist of the following:

- IndyPL Chief Public Services Officer.
- IndyPL Area Resource Manager, Central Library.
- IndyPL Manager, Purchasing and Supplier Diversity.

krM Architecture+ will participate as an advisor to the Committee.

IX AWARD

The CMc shall be ready to proceed with the Services within seven (7) days after the receipt of the Notice of Intent to Enter into an Agreement.

IndyPL shall conduct a conference with the selected Offeror after issuing the Notice of Intent to Enter into an Agreement. The purpose of this conference will be establishing lines of communication, review schedules, work procedures, and other matters.

Attachment A
Request for Proposal
Construction Manager as Constructor Services for the
Learning Curve at Central Library Renovation Project
Scope of Services and Project Description

Learning Curve at Central Library Renovation Project Services:

Pre-Construction Services:

- Constructability reviews during design.
- Construction cost estimating at design development and bidding documents phases.
- Life-cycle cost estimating to facilitate value analysis efforts.
- Determination of construction sequencing and phasing.
- Determination of bidding packages.
- Determination of bidding alternates, unit prices, and allowances.
- Permitting and Approvals.

Bidding Services:

- First-tier subcontractor pre-qualification.
- Outreach efforts to ensure competitive bidding results.
- Outreach efforts to promote minority, women, disability, and veteran-owned enterprise utilization.
- Facilitation of the bidding process.
- Determination of the GMP.

Construction Services:

- Daily Supervision of the work.
- Safety processes and procedures.
- Self-performance of trade work.
- Submittal control measures and procedures.
- Project changes control measures and procedures.
- Project cost control measures and procedures.
- Construction quality control measures and procedures.
- Construction schedule control measures and procedures.
- Coordination of vendors separately contracted by IndyPL.
- Monthly reporting on progress and utilization results.
- Substantial completion and punch list creation.
- Project closeout procedures.

Post-Occupancy Services :

- Assembly of record documents.
- One-year warranty walk-through and follow-up procedures.

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Learning Curve at Central Library Renovation Project Description

Budget

The total Project budget, including contingencies, is \$6,253,957.

The GMP Building Renovation budget, including contingencies, is \$4,400,000.

The Fixtures/Furniture/Equipment budget, including contingencies, is \$605,000.

The Other Owner Hard and Soft Costs budget, including contingencies, is \$1,248,957.

Interior Architecture Scope Description

The Project will renovate and relocate the Children, Teens, and Adults AV and periodical collection areas within Central Library's **tower encompassing approximately 40,000 SF** on Floors 2 and 3. Construction work will be phased to allow the building to continue functioning throughout the course of the project.

The Children collection is currently on Floor 2 East, Floor 2 West, and Floor 3 East.

The Teens collection is on Floor 3 East.

The Adults AV and periodicals collections are located on Floor 3 West.

The existing building is comprised of a structural steel frame, with a pressurized raised access floor throughout most of the tower. Each restroom area is located on an elevated concrete slab, supported by perimeter CMU walls. On the north and south sides of the tower, exterior walls are built from structural silicone glazed curtain walls. East and west walls are rainscreens clad in metal panels.

Demolition

Selective demolition of the existing building components will be completed where required for the installation of new work. Disturbances to the existing building systems shall be minimized, as the building will always remain operational in areas not under construction.

Floor 2

Floor 2 serves as the main floor of the Library and is open to the Atrium. The restrooms in the building core on this Floor are highly used and will need to remain accessible during some phases of construction. The main entrance to the Auditorium is accessed on the north side of this Floor, and access to and from the Atrium also needs to be maintained throughout construction.

At the restrooms in the building core, the plumbing fixtures and partitions will be replaced one-for-one. Wall and floor finishes will be replaced. Next to the existing restrooms, two new family restrooms will be added, with all associated plumbing and ventilation.

The Adults AV and periodical collections will shift from Floor 3 West to Floor 2 East. Book stacks will be relocated to the middle of the space. New study rooms will be created along the perimeter walls, in addition to open seating areas. A social work office will be added at the southeast corner. Sound control for these areas will require partitions extending through the access floor to the structural floor below. A new Checkout Desk

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Scope of Services and Project Description

will be added at the north side of the space.

Carpeting will be replaced throughout the space. Wall finishes will consist of painted gypsum board, wallcovering, and dimensional wood tile. Existing stretched fabric ceiling elements will be removed and infilled with concealed-grid acoustical tile to match the adjacent existing ceiling.

The Teens collection will relocate from Floor 3 East to Floor 2 West, along the southern portion of the area, separated by a new dividing wall with storefront windows. The 3 existing meeting rooms along the northern half of the area will remain. The Staff Office and Study Rooms will receive finish and furniture updates. A new Teens program room will be added to the entry to the Teens space and contain flexible casework and technology for multiple functions. An existing mural on the curved, western wall shall be protected during construction.

Custom millwork elements in the Teens space include a bookshelf divider wall along the program room, containing glazed regions into the space and illuminated shelves; a staff workstation; metal banker wire and wood partitions along the southern window. At the lounge space, the ceiling will be removed and exposed to the structure above and painted, with suspended banker wire screen ceiling elements.

Carpeting will be replaced in the stacks, office, and study rooms; resilient flooring will be installed in the Teens program room. Wall finishes will be painted gypsum board and cork wallcovering.

Floor 3

To provide a more contained space for children, the services will be relocated to Floor 3 and enclosed with new storefront partitions and custom doors. The center of the space will contain low book stacks, with program areas, offices, and seating areas located along the perimeter.

The group restrooms in the building core will be converted to contain single-user restrooms, with new metal-stud wall partitions, tile wall and floor finishes, and plumbing fixtures in new locations. A Comfort Room will be added on the east side of the building core. Along the north side the existing study rooms will be reconfigured into open Staff Offices.

On Floor 3 East, a feature millwork element enclosing a Storytelling area will be added. This element will be comprised of curved, wood-veneer plywood walls, with inset glass vitrines. Tunnel and play elements will be included. A built-in, curving counter for computers will frame the play area. Additional overhead millwork elements are planned, including a recessed mobile containing 3Form sculptural pendants and tree-branch sculptures with integrated light fixtures. New column wraps with seats and bookshelves will be installed. New Information Desks will be added on each side of Floor 3. At the entrance to 3 East, a foster-pet area will be built, with windows from the west and east, an elevated platform for viewing foster pet animals, dedicated lighting, air supply, and exhaust ventilation.

On 3 West, several large program areas will be added along the north wall. Two of these program rooms will be enclosed and contain large storefront entries and operable glass partitions. The open program area will be partially enclosed with a millwork shelving wall with an interactive video display, and an overhead glass and

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wood partition. Both program rooms will contain casework, one with an added sink. A staff workroom will be added to the west side of the space, containing several walls of casework. Over the feature lounge area, another overhead ceiling element will be comprised of a dome ceiling with custom cloud light fixtures. A group of public computers will be relocated in the space.

All flooring will be replaced throughout the Floor, **except in service areas marked 'not in scope'**; throughout the stacks area, the flooring will be a blend of carpet planks, and in the program rooms, resilient flooring. The existing concealed-grid acoustical ceiling will remain in place to the greatest extent possible and be replaced in-kind as impacted by renovation activities. Wall finishes will include painted gypsum board, tile, vinyl wallcoverings, and dimensional wood wallcovering. An artist may be engaged to create murals throughout the space. Other building components, such as doors, will match the quality of construction of the existing building. Elements may be salvaged and reused where appropriate.

Metal library shelving will be reconfigured or replaced. New end panels and canopies will be provided.

Mechanical Scope Description

Existing systems:

The existing mechanical system configuration is an underfloor plenum supply that utilizes passive supply diffusers for interior areas. Return air is common to grilles at the east, center, and west shafts.

The existing perimeter study and conference rooms utilize active damper-controlled supply grilles in the floor for supply air to the space with sound boots to provide return air to the common space.

Conditioning at all exterior windows and curtain walls is accomplished by a perimeter-separated plenum with fin tube radiation and fan-powered terminal units that force air into the perimeter plenum.

Floor 2

The passive supply floor grilles serving interior areas will be specified to be relocated to accommodate the new space configuration while keeping the same total quantity of supply openings.

New study rooms and offices on Floor 2 East will require the perimeter plenums to be segmented by baffles below each new wall at the windows. New fin-tube radiators will be specified to fit between walls. The existing perimeter fan-powered terminal units will be re-ducted to each new individual study room. New active damper diffusers will be specified for each study room. The new study rooms at the far East wall will be located over the existing restroom locations which is a concrete slab. Openings into the below slab cavity will be specified to allow the cavity to function as a supply plenum. New cut openings will be specified with active damper diffusers in the floor.

The existing return air grilles and air path in the Northeast corner where a new study room will be located will be reconfigured to allow air return from the main open space.

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Floor 3

The passive supply floor grilles serving interior areas will be specified to be relocated to accommodate the new space configuration while keeping the same total quantity of supply openings.

The new storytelling, staff offices, and program rooms on the north side will require the perimeter plenums to be segmented by baffles below each new wall at the windows. New fin-tube radiators will be specified to fit between walls. The existing perimeter fan-powered terminal units will be re-ducted to each new individual room. One fan-powered box at the staff office will be relocated. New active damper diffusers in the floor will be specified for each new perimeter room.

HVAC Controls

Controls will be specified as a reconfiguration and extension of the existing Distech control system to allow seamless control and visibility with the existing front-end graphics.

Plumbing Scope Description

Floor 2

Plumbing renovations will include the demolition, without replacement, of three (3) toilet rooms located on 2 East. The existing water, waste & vent branch piping will be removed from the piping mains and capped.

The fire suppression sprinkler heads in this area will be re-spaced to accommodate the architectural layout.

In the large center core men's & women's restroom, the plumbing fixtures will be replaced in their current locations.

Two new single person use toilet rooms will be added on the East side of the center core restrooms, adjacent to the existing women's room. Water, waste & vent piping will be extended from the plumbing chase between the existing center core restrooms to serve the new plumbing fixtures.

The fire suppression sprinkler heads will be re-spaced to accommodate the new architectural layout for the two new rooms.

Floor 3

Plumbing renovations will include the demolition of the plumbing fixtures in the large center core men's and women's restrooms to accommodate new fixture layouts. The water, waste & vent piping, and fixture carriers will be modified to accommodate the fixture layout.

New fixtures and fixture carriers will be specified in these rooms.

A new, stainless steel, counter-mounted sink will be installed in the new Comfort Room. Water, waste & vent piping will be extended from the plumbing chase between the existing center core restrooms to serve the new sink.

Materials

New domestic cold and hot water will be Type 'L' copper with soldered joints. Shut-off valves will be installed in each piping branch to the fixtures.

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All new domestic water piping will be insulated with ½" fiberglass insulation with an all-service jacket and appropriately labelled.

New sanitary, waste & vent piping will be cast iron, type DWV with mechanical couplings.

The new plumbing fixtures will be water-saving, high-efficiency fixtures, and installed to be ADA and Code compliant.

The new water closets will be wall hung, vitreous china, 1.28 Gallons-Per-Flush flush valves, with open front seats.

The new urinals will be wall hung, vitreous china, 1-pint-per-flush flush valves.

The new lavatories will be wall-hung, vitreous china, with hard-wired sensor-operated faucets for water use reduction.

The comfort room will be equipped with a new stainless-steel sink, with a low-flow, 1.0 gallon-per-minute, high-efficiency faucet.

Any new fire suppression sprinkler heads will be concealed type with a white cover plate to match existing.

Electrical Scope Description

The existing services consist of one 3000A-480Y/277V-3Φ-4W and one 2500A 208Y/120V-3Φ-4W switchboard. This equipment is existing to remain. The existing service capacity will be adequate for the renovation.

General power will be fed from panelboards local to the renovation area.

All lighting will be designed to meet ASHRAE 90.1, 2010 Energy Standards. All lighting will utilize LED technology. The engineer will coordinate with the interior designer and their lighting representative for the light fixture layout and type.

Lighting control will utilize existing Lutron relay panels local to the renovation area and local controls.

Emergency lighting will utilize emergency panelboard 'EHLP-2 for emergency circuits.

The existing fire alarm is a Simplex 4100U addressable manual standalone system and will be reused.

Compatible visual devices, horn/strobes, and smoke detectors will be added to the existing system as required.

Paging and clock systems will remain.

Technology Scope Description

Floor 2

Relocate all data ports to new locations and add additional ports where needed per the architectural plan. Run data cabling through the raised access floor. Add wall and ceiling-mounted IP cameras throughout the space. Rewire to the IDF closet located in the Floor 2 building core. Reuse existing network racks and remove obsolete network racks no longer needed.

Floor 3

Relocate all data ports to new locations and add additional ports where needed per the architectural plan. Add new in-wall data ports in the new Staff Offices. Run data

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cabling through the raised access floor. Add wall and ceiling-mounted IP cameras throughout the space. Rewire to the IDF closet located in the Floor 3 building core. Reuse existing network racks and remove obsolete network racks no longer needed. Existing building paging system shall be reused.

IndyPL Vendors

The CMc shall coordinate with IndyPL's vendors, which may include furniture, technology equipment, artists, and others as required.

Phasing Scope Description

The following options are preliminary concepts for Project phasing, which will be evaluated further with the selected CMc and the Owner. Sub-phases or fast-track phases will be considered for critical items such as restroom renovations. See attached drawings for phasing plan schematics. 2 West shall be kept available for a Library event planned for April 2024.

Option 1

Phase 1: Renovate 2 East – move 2 East items to 3 East as a temporary home. Move 3 West to 2 East.

Phase 2: Renovate 3 West. Move 2 West into 3 West.

Phase 3: Renovate 2 West. Move Teens from 3 East to 2 West and move temporary 3 East to another temporary spot in 3 West.

Phase 4: Renovate 3 East. Move into 3 East from 3 West.

Option 2

Phase 1: Move 2 East items to 3 East as a temporary home. Renovate 2 East. Move 3 West and temporary Teens to 2 East.

Phase 2: Renovate 3 West. Move 2 West and 3 East into 3 West.

Phase 3: Renovate 2 West and 3 East. Move Teens into 2 West from 2 East and 3 East from 3 West.

Staging Description

The building will remain operational throughout construction. The CMc will be responsible for determining a plan for material staging that is limited to the active area of work. The CMc shall coordinate the means and methods for bringing materials and equipment into the building but shall not use the existing elevators or escalators. The CMc may maintain a field office on-site in a location approved by the IndyPL. Dust and sound-limiting partitions will be required for all work areas. Central Library hosts many events throughout the year that construction shall not negatively impact.

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Learning Curve at Central Library Renovation Project Plans:

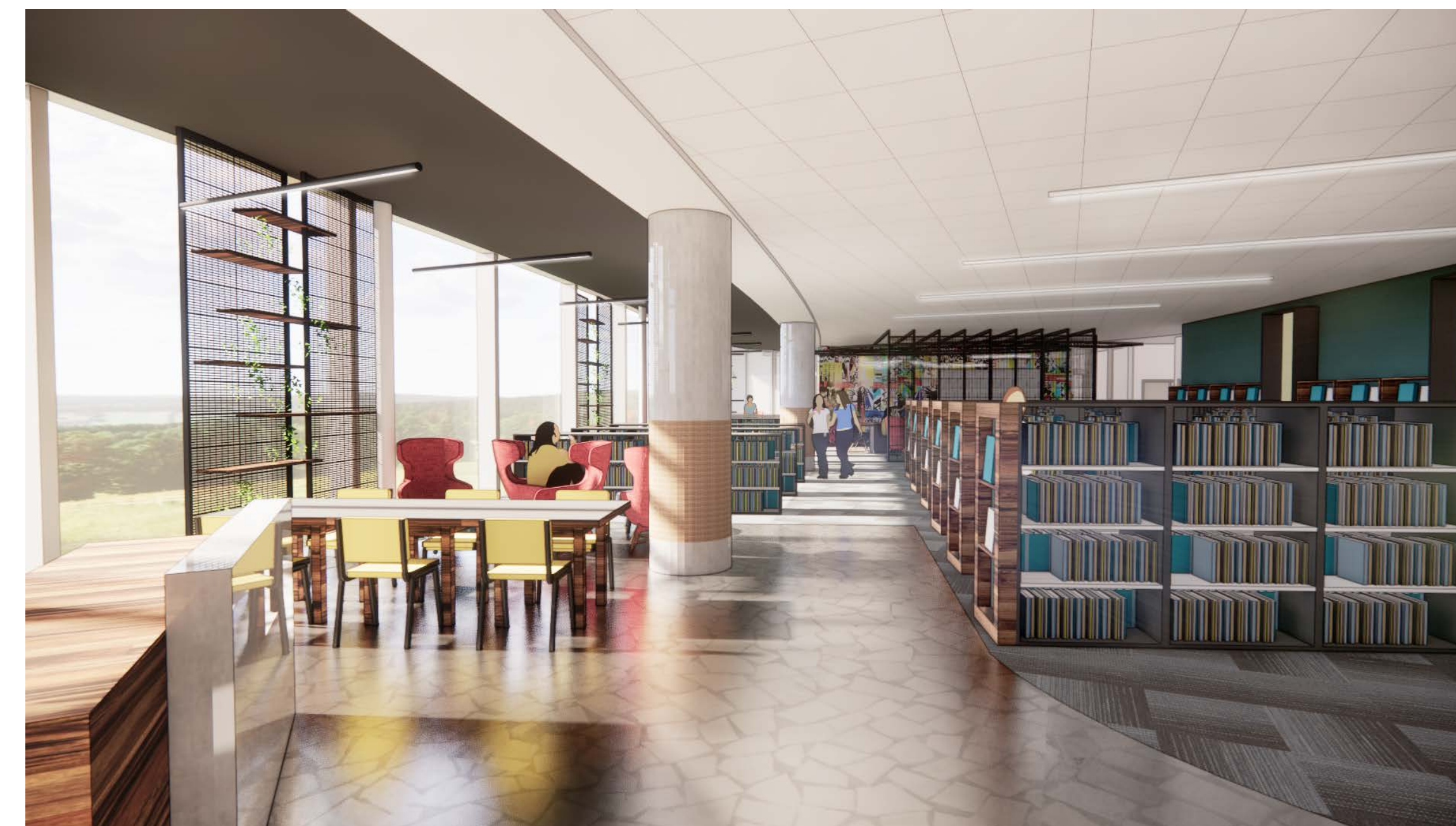
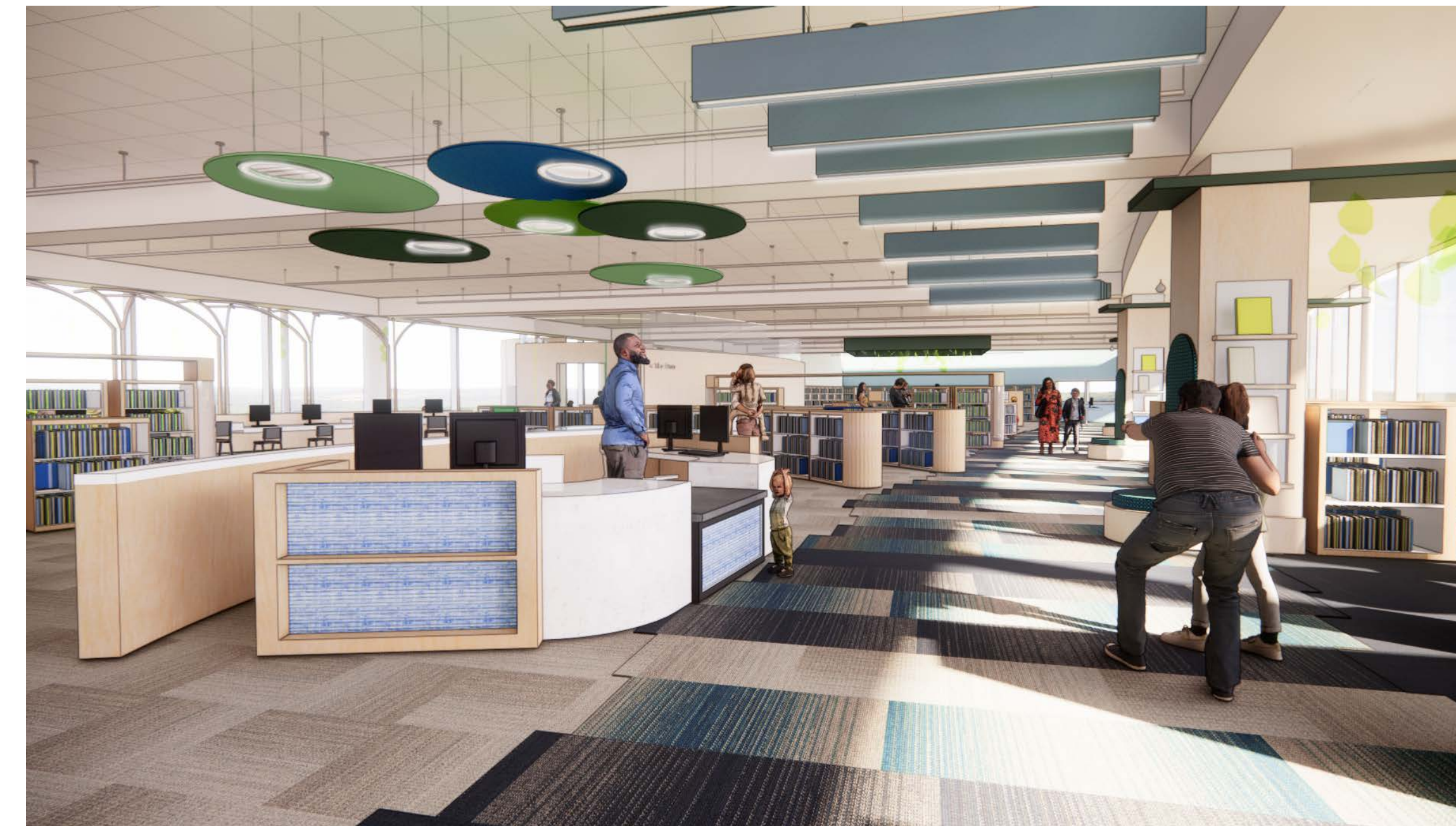


IndyPL CENTRAL LIBRARY RENOVATION PROJECT

40 E ST. CLAIR STREET, INDIANAPOLIS, IN 46204

CM REQUEST FOR PROPOSALS

VICINITY MAP



3D IMAGES FOR REFERENCE ONLY. NOT FOR CONSTRUCTION.

8/4/2023
IndyPL
23027 - CENTRAL LIBRARY RENOVATION PROJECT
40 E ST. CLAIR STREET, INDIANAPOLIS, IN 46204
CM REQUEST FOR PROPOSALS

IT ENGINEER



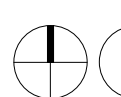
MEP ENGINEER



ARCHITECT/DESIGNER:

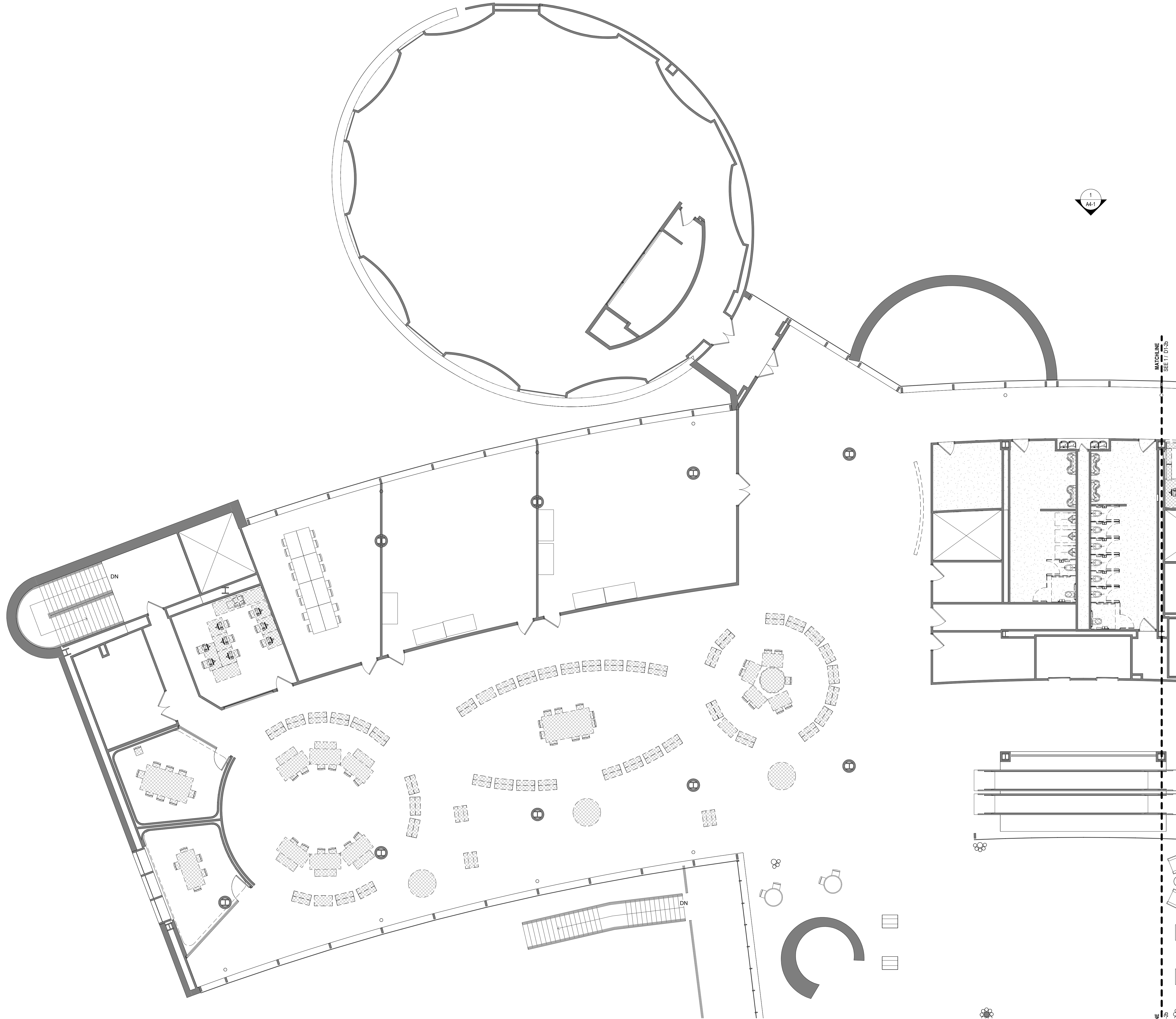


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LEVEL 2 DEMOLITION PLAN - WEST

SCALE: 1/8" = 1'-0"



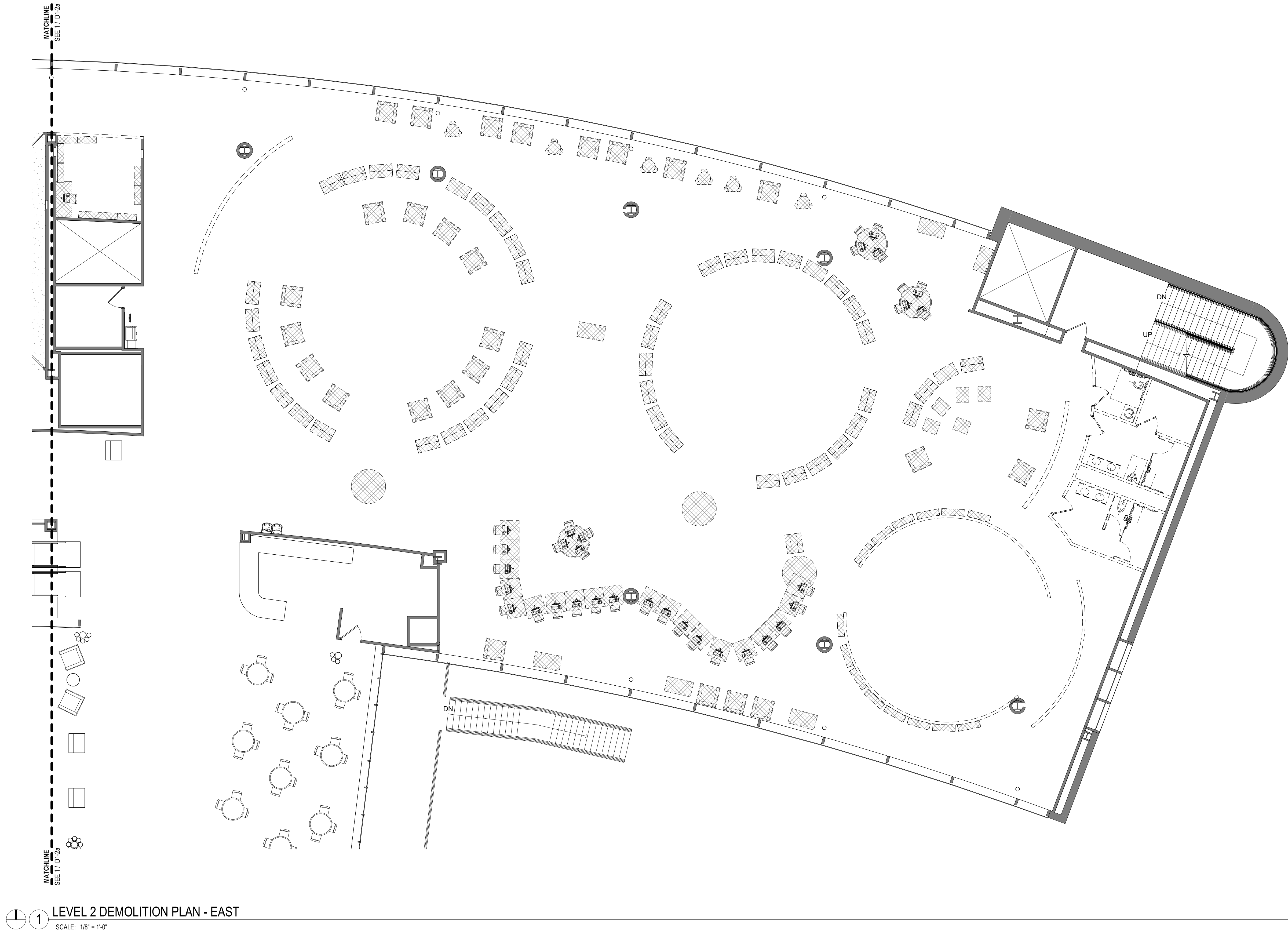
GENERAL NOTES - DEMOLITION PLAN

- SEE GENERAL NOTES ON CUTTING AND PATCHING OUTLINED ON SHEET A01 FOR ADDITIONAL INFORMATION.
- PERFORM ALL WORK UNDER ESTABLISHED PROJECT GUIDELINES.
- FIELD VERIFY EXISTING CONDITIONS AND COORDINATE DEMOLITION OR REMOVAL WORK WITH CORRESPONDING NEW CONSTRUCTION WORK AND APPROPRIATE TRADES PRIOR TO STARTING DEMOLITION WORK. IF DISCREPANCIES ARE FOUND BETWEEN CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS, NOTIFY ARCHITECT IMMEDIATELY.
- DASHED LINES INDICATE EXISTING ITEMS TO BE REMOVED. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR THE OFF-SITE DISPOSAL OF ALL DEMOLITION ITEMS.
- REMOVE ALL CONSTRUCTION DEBRIS FROM SITE DAILY. DO NOT ALLOW REFUSE TO BLOCK CORRIDORS, STAIRS, OR ANY OTHER TRAFFIC AREAS.
- PROVIDE TEMPORARY FIRE AND LIFE SAFETY PROTECTION THROUGHOUT DURATION OF PROJECT.
- PATCH AND REPAIR ALL ADJACENT SURFACES DISTURBED/DAMAGED BY CONSTRUCTION. CLEAN ALL FLOOR SURFACES OF ADHESIVE AND OR GROUT RESIDUE PRIOR TO INSTALLATION OF NEW FLOORING MATERIAL.
- PROTECT ADJACENT EXISTING TO REMAIN CONSTRUCTION THROUGHOUT DURATION OF PROJECT. PROVIDE SHORING, BRACING OR SUPPORT AS REQUIRED TO PREVENT MOVEMENT OR SETTLEMENT OF EXISTING CONSTRUCTION.
- PROVIDE CONSTRUCTION BARRIER PARTITIONS BETWEEN AREAS OF WORK AND OCCUPIED SPACES (IF APPLICABLE). PARTITIONS TO REMAIN INTACT THROUGHOUT CONSTRUCTION, INCLUDING COMPLETED WORK AND WORK UNDER CONSTRUCTION.
- SEE M.E.P. DOCUMENTS FOR EXTENT OF DEMOLITION/REMOVAL OF PIPING/DUCTWORK/ELECTRICAL THAT WILL OCCUR IN PREPARATION FOR NEW CONSTRUCTION.
- WHERE BLOCKING AND/OR ELECTRICAL WORK IS REQUIRED IN EXISTING WALL CONSTRUCTION, CONTRACTOR TO CAREFULLY CUT-OUT GYPSUM BOARD AT APPROPRIATE LOCATION. PATCH AND FINISH AREA PER CUTTING AND PATCHING/FINISHING NOTES ON SHEET A01.
- REMOVE ALL EXISTING CONSTRUCTION ITEMS AND FINISHES MADE OBSOLETE BY OR IN CONFLICT WITH NEW CONSTRUCTION. VERIFY WITH ARCHITECT AND/OR OWNER'S REPRESENTATIVE. REMOVE WIRING BACK TO SOURCE AT ALL OUTLETS, ETC. MADE OBSOLETE BY WALL REMOVAL OR ANY OTHER NEW CONSTRUCTION.
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- AT OWNER'S REQUEST, SALVAGED ITEMS SHALL BE TURNED OVER TO THE OWNER OR STORED IN AN AREA DESIGNATED BY THE OWNER.
- IF EXISTING ITEMS TO BE REMOVED OR DISTURBED ARE SUSPECTED OR DISCOVERED TO CONTAIN ASBESTOS OR OTHER HAZARDOUS MATERIALS, STOP DEMOLITION AND NOTIFY OWNER IMMEDIATELY.

PLAN NOTES - DEMOLITION PLAN

DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO DEMOLISH
- EXISTING ITEM TO DEMOLISH



1 LEVEL 2 DEMOLITION PLAN - EAST
SCALE: 1/8" = 1'-0"

GENERAL NOTES - DEMOLITION PLAN

- SEE GENERAL NOTES ON CUTTING AND PATCHING OUTLINED ON SHEET A001 FOR ADDITIONAL INFORMATION.
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- FIELD VERIFY EXISTING CONDITIONS AND COORDINATE DEMOLITION OR REMOVAL WORK WITH CORRESPONDING NEW CONSTRUCTION WORK AND APPROPRIATE TRADES PRIOR TO STARTING DEMOLITION WORK. IF DISCREPANCIES ARE FOUND BETWEEN CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS, NOTIFY ARCHITECT IMMEDIATELY.
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- REMOVE ALL EXISTING CONSTRUCTION ITEMS AND FINISHES MADE OBSOLETE BY OR IN CONFLICT WITH NEW CONSTRUCTION. VERIFY WITH ARCHITECT AND/OR OWNER'S REPRESENTATIVE. REMOVE WIRING BACK TO SOURCE AT ALL OUTLETS, ETC. MADE OBSOLETE BY WALL REMOVAL OR ANY OTHER NEW CONSTRUCTION.
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PLAN NOTES - DEMOLITION PLAN

DEMOLITION LEGEND

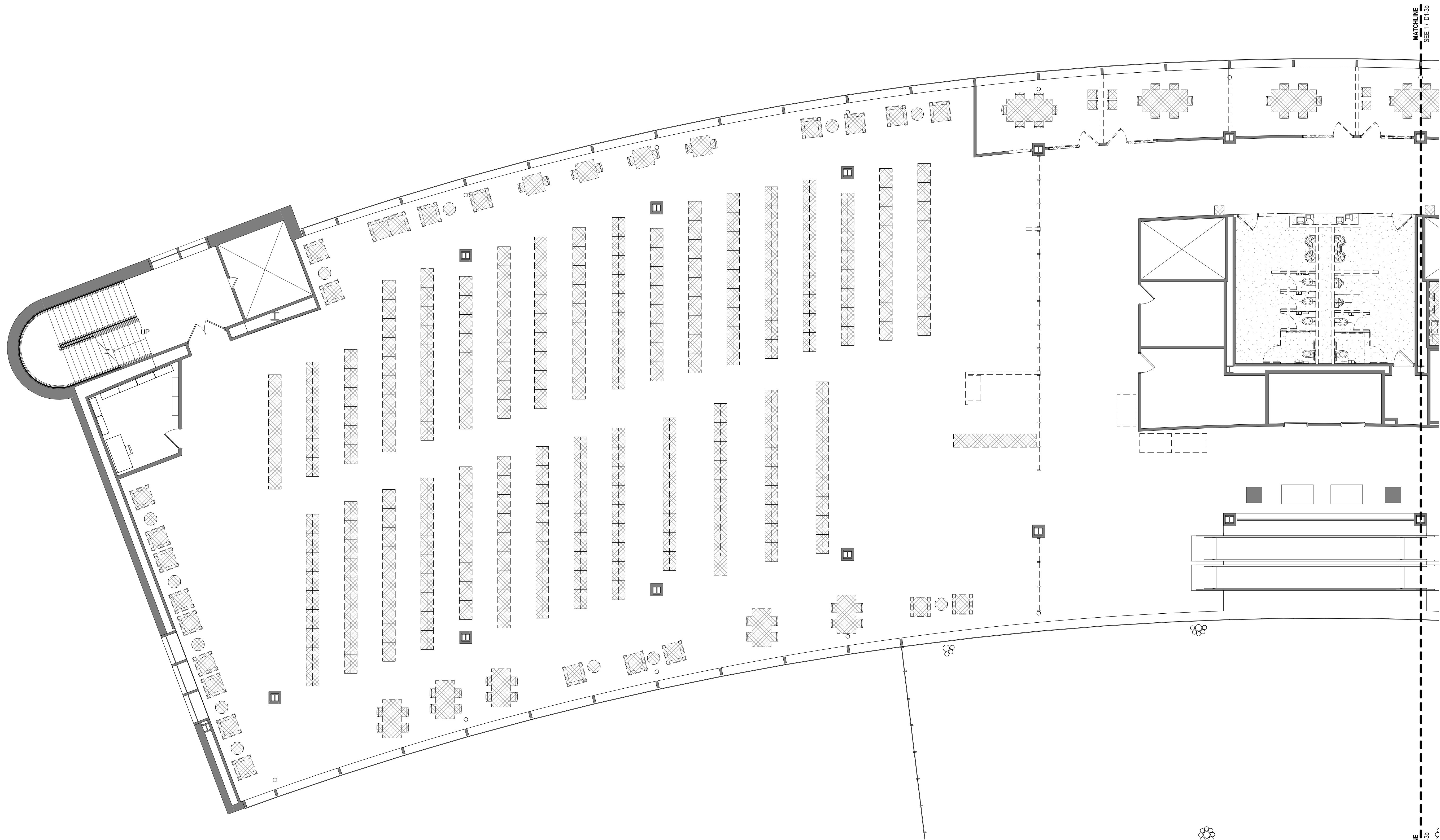
- EXISTING WALL TO REMAIN
- EXISTING WALL TO DEMOLISH
- EXISTING ITEM TO DEMOLISH



1

LEVEL 3 DEMOLITION PLAN - WEST

SCALE: 1/8" = 1'-0"



GENERAL NOTES - DEMOLITION PLAN

- A. SEE GENERAL NOTES ON CUTTING AND PATCHING OUTLINED ON SHEET A01 FOR ADDITIONAL INFORMATION.
- B. PERFORM ALL WORK UNDER ESTABLISHED PROJECT GUIDELINES.
- C. FIELD VERIFY EXISTING CONDITIONS AND COORDINATE DEMOLITION OR REMOVAL WORK WITH CORRESPONDING NEW CONSTRUCTION WORK AND APPROPRIATE TRADES PRIOR TO STARTING DEMOLITION WORK. IF DISCREPANCIES ARE FOUND BETWEEN CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS, NOTIFY ARCHITECT IMMEDIATELY.
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- G. PATCH AND REPAIR ALL ADJACENT SURFACES DISTURBED/DAMAGED BY CONSTRUCTION. CLEAN ALL FLOOR SURFACES OF ADHESIVE AND OR GROUT RESIDUE PRIOR TO INSTALLATION OF NEW FLOORING MATERIAL.
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- J. SEE M.E.P. DOCUMENTS FOR EXTENT OF DEMOLITION/REMOVAL OF PIPING/DUCTWORK/ELECTRICAL THAT WILL OCCUR IN PREPARATION FOR NEW CONSTRUCTION.
- K. WHERE BLOCKING AND/OR ELECTRICAL WORK IS REQUIRED IN EXISTING WALL CONSTRUCTION, CONTRACTOR TO CAREFULLY CUT-OUT GYPSUM BOARD AT APPROPRIATE LOCATION. PATCH AND FINISH AREA PER CUTTING AND PATCHING/FINISHING NOTES ON SHEET A01.
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- O. AT OWNER'S REQUEST, SALVAGED ITEMS SHALL BE TURNED OVER TO THE OWNER OR STORED IN AN AREA DESIGNATED BY THE OWNER.
- P. IF EXISTING ITEMS TO BE REMOVED OR DISTURBED ARE SUSPECTED OR DISCOVERED TO CONTAIN ASBESTOS OR OTHER HAZARDOUS MATERIALS, STOP DEMOLITION AND NOTIFY OWNER IMMEDIATELY.

PLAN NOTES - DEMOLITION PLAN

DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO DEMOLISH
- EXISTING ITEM TO DEMOLISH

REVISIONS

8/4/2023
IndyPL
23027 - CENTRAL LIBRARY RENOVATION PROJECT
40 E ST. CLARK STREET, INDIANAPOLIS, IN 46204
CM REQUEST FOR PROPOSALS

NOT FOR CONSTRUCTION

CM REQUEST FOR PROPOSALS
8/4/2023
KNI JOB NO.
23027
DRAWN BY
Author

DRAWING NAME
DEMOLITION FLOOR
PLANS LEVEL 3,
WEST

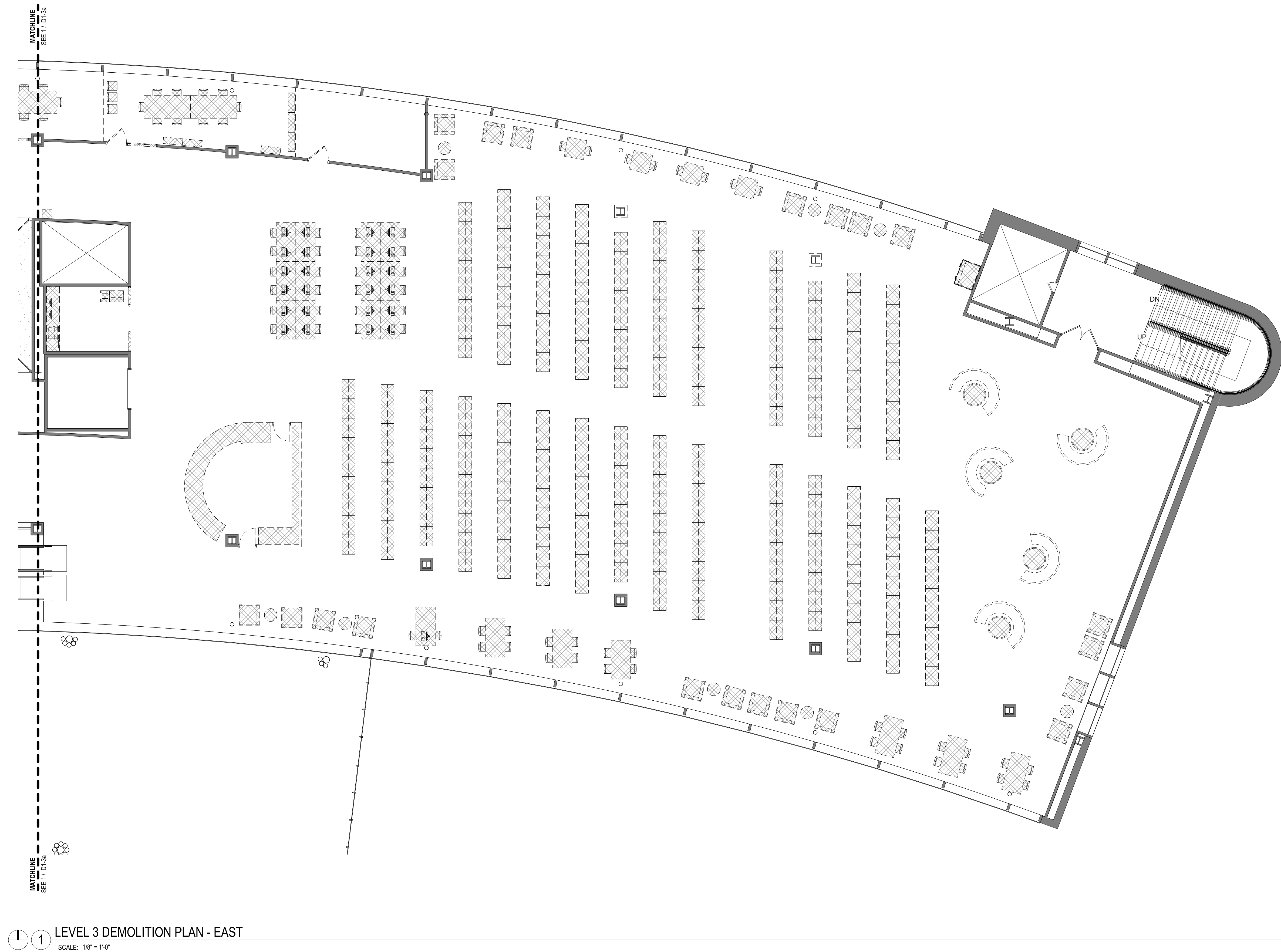
DRAWING NO.
D1-3a

The
INDIANAPOLIS PUBLIC
Library

krM
Architecture+



LOFTUS
ENGINEERING, INC.



1 LEVEL 3 DEMOLITION PLAN - EAST
SCALE: 1/8" = 1'-0"

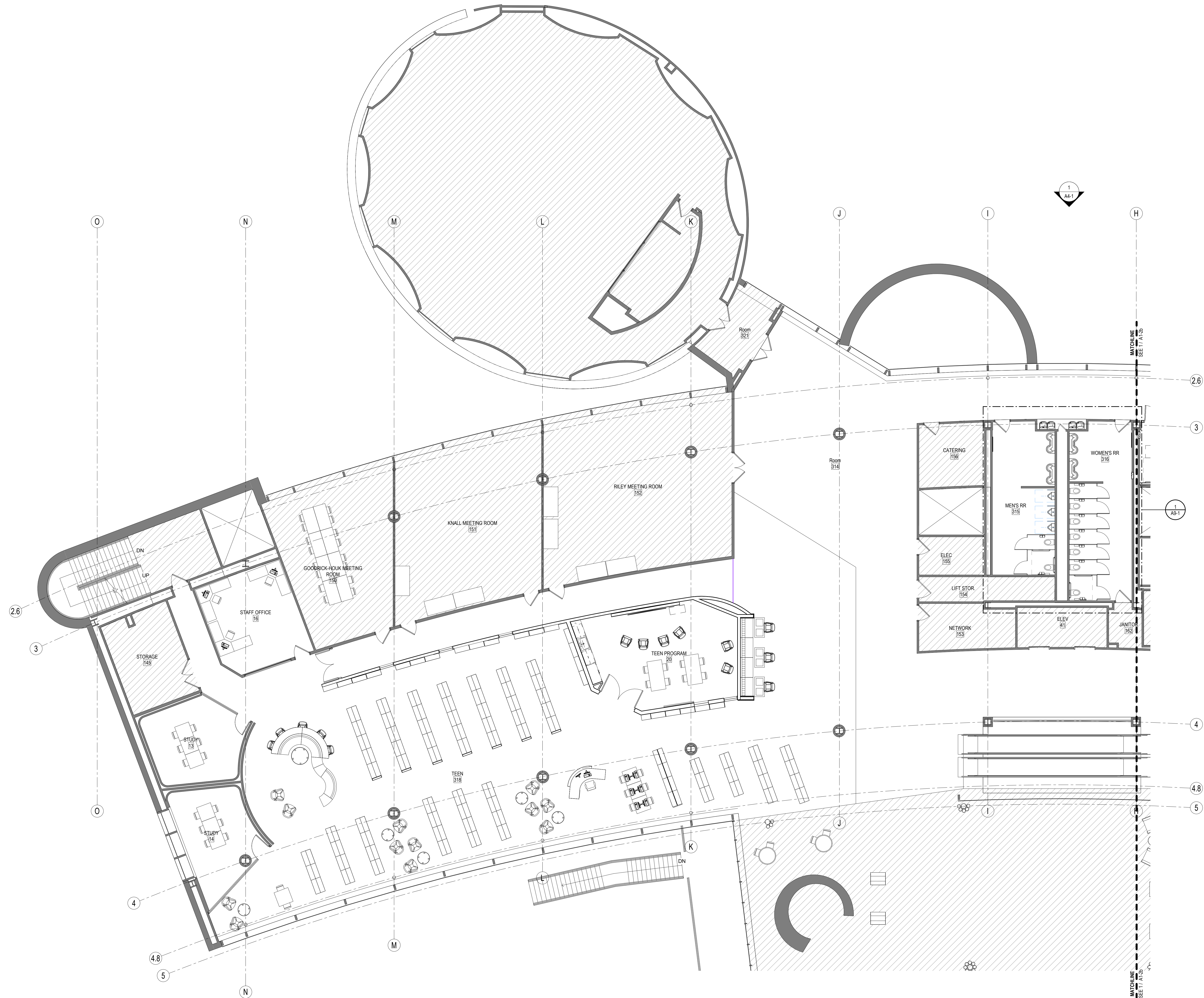
GENERAL NOTES - DEMOLITION PLAN

- SEE GENERAL NOTES ON CUTTING AND PATCHING OUTLINED ON SHEET A001 FOR ADDITIONAL INFORMATION.
- PERFORM ALL WORK UNDER ESTABLISHED PROJECT GUIDELINES.
- FIELD VERIFY EXISTING CONDITIONS AND COORDINATE DEMOLITION OR REMOVAL WORK WITH CORRESPONDING NEW CONSTRUCTION WORK AND APPROPRIATE TRADES PRIOR TO STARTING DEMOLITION WORK. IF DISCREPANCIES ARE FOUND BETWEEN CONTRACT DOCUMENTS AND ACTUAL FIELD CONDITIONS, NOTIFY ARCHITECT IMMEDIATELY.
- DASHED LINES INDICATE EXISTING ITEMS TO BE REMOVED. UNLESS OTHERWISE NOTED, CONTRACTOR SHALL BE RESPONSIBLE FOR THE OFF-SITE DISPOSAL OF ALL DEMOLITION ITEMS.
- REMOVE ALL CONSTRUCTION DEBRIS FROM SITE DAILY. DO NOT ALLOW REFUSE TO BLOCK CORRIDORS, STAIRS, OR ANY OTHER TRAFFIC AREAS.
- PROVIDE TEMPORARY FIRE AND LIFE SAFETY PROTECTION THROUGHOUT DURATION OF PROJECT.
- PATCH AND REPAIR ALL ADJACENT SURFACES DISTURBED/DAMAGED BY CONSTRUCTION. CLEAN ALL FLOOR SURFACES OF ADHESIVE AND OR GROUT RESIDUE PRIOR TO INSTALLATION OF NEW FLOORING MATERIAL.
- PROTECT ADJACENT EXISTING TO REMAIN CONSTRUCTION THROUGHOUT DURATION OF PROJECT. PROVIDE SHORING, BRACING OR SUPPORT AS REQUIRED TO PREVENT MOVEMENT OR SETTLEMENT OF EXISTING CONSTRUCTION.
- PROVIDE CONSTRUCTION BARRIER PARTITIONS BETWEEN AREAS OF WORK AND OCCUPIED SPACES (IF APPLICABLE). PARTITIONS TO REMAIN INTACT THROUGHOUT CONSTRUCTION, INCLUDING COMPLETED WORK AND WORK UNDER CONSTRUCTION.
- SEE M.E.P. DOCUMENTS FOR EXTENT OF DEMOLITION/REMOVAL OF PIPING/DUCTWORK/ELECTRICAL THAT WILL OCCUR IN PREPARATION FOR NEW CONSTRUCTION.
- WHERE BLOCKING AND/OR ELECTRICAL WORK IS REQUIRED IN EXISTING WALL CONSTRUCTION, CONTRACTOR TO CAREFULLY CUT-OUT GYPSUM BOARD AT APPROPRIATE LOCATION. PATCH AND FINISH AREA PER CUTTING AND PATCHING/FINISHING NOTES ON SHEET A001.
- REMOVE ALL EXISTING CONSTRUCTION ITEMS AND FINISHES MADE OBSOLETE BY OR IN CONFLICT WITH NEW CONSTRUCTION. VERIFY WITH ARCHITECT AND/OR OWNER'S REPRESENTATIVE. REMOVE WIRING BACK TO SOURCE AT ALL OUTLETS, ETC. MADE OBSOLETE BY WALL REMOVAL OR ANY OTHER NEW CONSTRUCTION.
- REMOVE ALL ITEMS IN THEIR ENTIRETY UNLESS OTHERWISE NOTED. DESCRIPTION OF PRIMARY ITEMS TO BE REMOVED IS GENERAL IN NATURE, AND REMOVAL OF SECONDARY COMPONENTS SUCH AS BLOCKING, SUPPORTS, ANCHORS, TRIM, ADHESIVE, PIPING, WIRING, ETC., RELATED TO PRIMARY ITEMS SHALL BE INCLUDED.
- RELOCATED ITEMS SHALL BE CLEANED AND PLACED IN STORAGE PER OWNER'S DIRECTIONS UNTIL ITEMS ARE READY TO BE REINSTALLED. IF ITEM IS DAMAGED DURING DEMOLITION OR RELOCATION, IT SHALL BE REPAIRED WITH NEW ITEM AS PROVIDED BY OWNER AT NO EXPENSE TO OWNER.
- AT OWNER'S REQUEST, SALVAGED ITEMS SHALL BE TURNED OVER TO THE OWNER OR STORED IN AN AREA DESIGNATED BY THE OWNER.
- IF EXISTING ITEMS TO BE REMOVED OR DISTURBED ARE SUSPECTED OR DISCOVERED TO CONTAIN ASBESTOS OR OTHER HAZARDOUS MATERIALS, STOP DEMOLITION AND NOTIFY OWNER IMMEDIATELY.

PLAN NOTES - DEMOLITION PLAN

DEMOLITION LEGEND

- EXISTING WALL TO REMAIN
- EXISTING WALL TO DEMOLISH
- EXISTING ITEM TO DEMOLISH



1 LEVEL 2 FLOOR PLAN - WEST
SCALE: 1/8" = 1'-0"

GENERAL NOTES - FLOOR PLAN

- CONTRACTOR TO VISIT SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS PRIOR TO START OF WORK. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AND NOTIFY ARCHITECT, IN WRITING, OF ALL DISCREPANCIES. CONTRACTOR TO DOCUMENT EXISTING FIELD CONDITIONS, LIGHT FIXTURE AND MEP SUPPLY RETURN LOCATIONS, SPRINKLER HEADS, AND ALL OTHER CEILING ITEM LOCATIONS PRIOR TO CONSTRUCTION. THIS INFORMATION SHALL BE PROVIDED TO ARCHITECT FOR INCORPORATION INTO A CONSTRUCTION SET.
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- ALL PENETRATIONS IN AND THROUGH FIRE AND SMOKE RATED WALLS SHALL BE SLEEVED AND FIRE STOPPED AS NECESSARY TO MAINTAIN RATINGS.
- UNLESS NOTED OTHERWISE, THE TERM "PROVIDE" INDICATES TO SUPPLY AND INSTALL COMPLETE, FOLLOWING MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS AND SUPPLYING AND INSTALLING ALL ASSOCIATED ITEMS AND ACCESSORIES AS REQUIRED FOR COMPLETE INSTALLATION.
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- SEE A9 AND A10 SERIES FOR ENLARGED PLANS.
- SEE A9 SERIES FOR TYPICAL ADA MOUNTING HEIGHTS.

PLAN NOTES - FLOOR PLAN

REVISIONS

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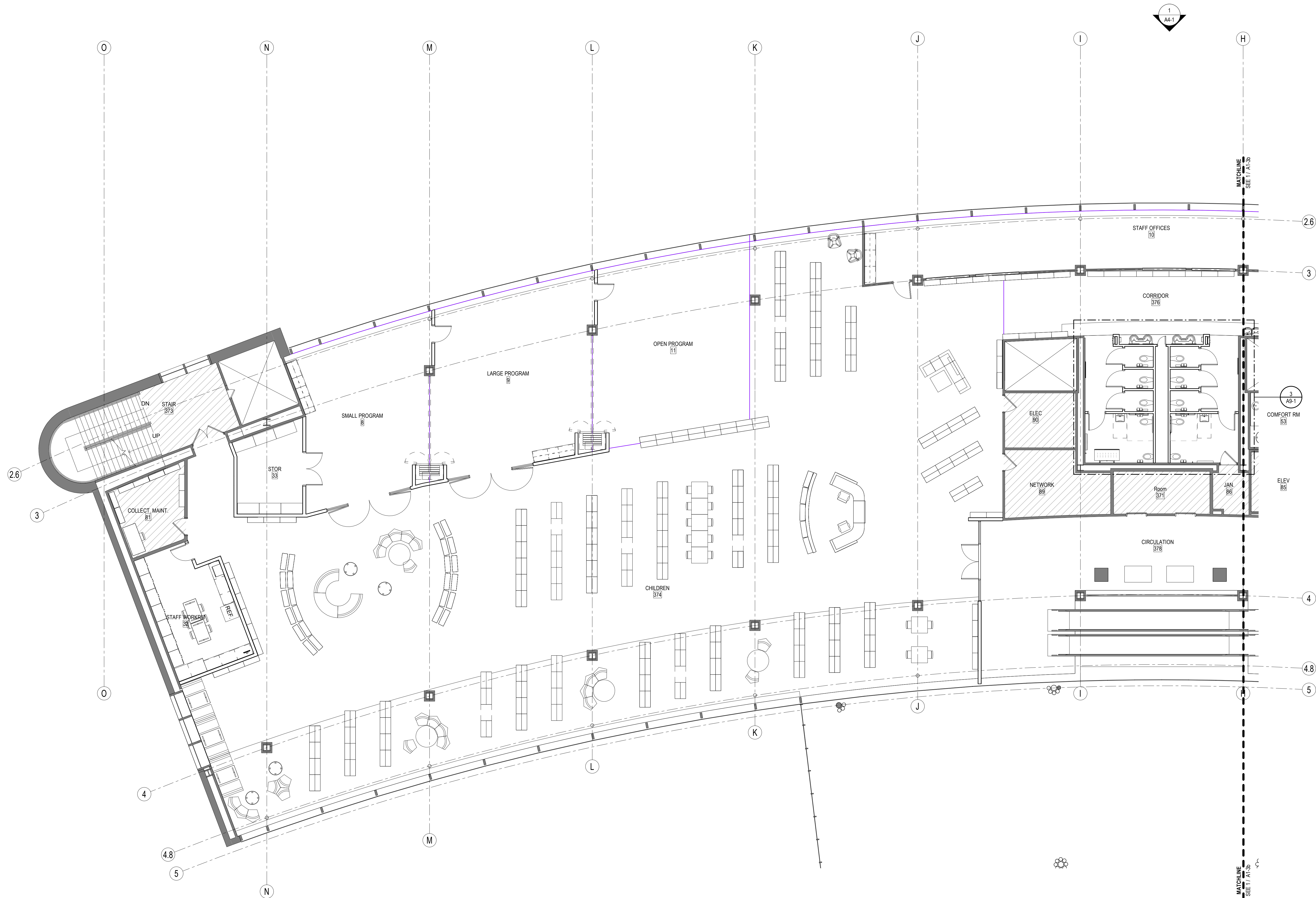
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- SEE A9 AND A10 SERIES FOR ENLARGED PLANS.
- SEE A9 SERIES FOR TYPICAL ADA MOUNTING HEIGHTS.

PLAN NOTES - FLOOR PLAN

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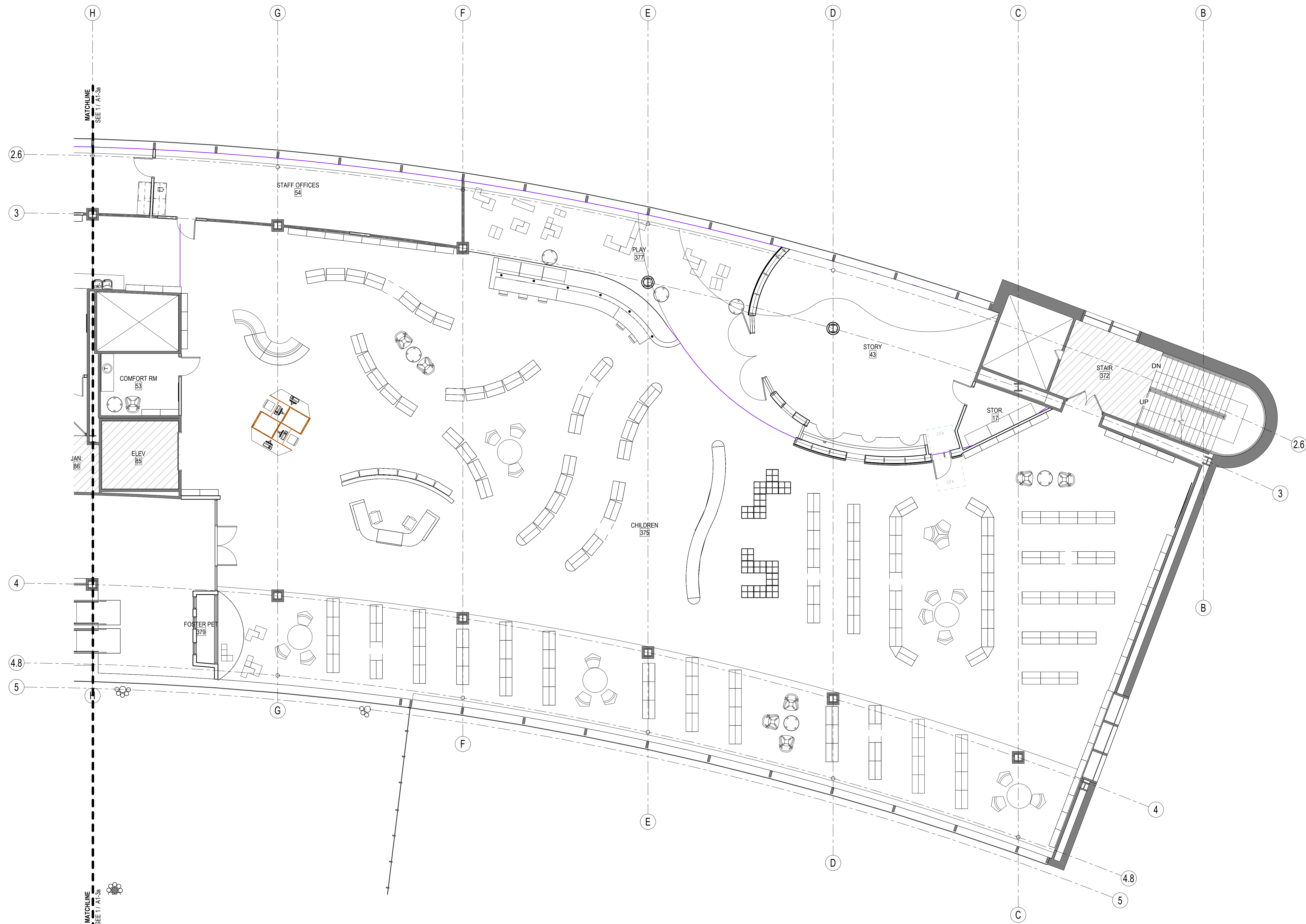
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PLAN NOTES - FLOOR PLAN

Attachment B
Request for Proposal
Construction Manager as Constructor Services for the
Learning Curve at Central Library Renovation Project
Offeror Proposal Sheet and Non-Collusion Affidavit

OFFEROR PROPOSAL SHEET

OFFEROR: _____

Address: _____

City/State: _____

Telephone Number: _____

Agent of Offeror (if applicable): _____

Email address: _____

Offeror Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Proposal (RFP) dated August 15, 2023, including the addenda listed below, and understand the entire Scope of Services required under the RFP.

Pursuant to Indiana Code § 5-32 and notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide the Services fully in accordance with the requirements of the RFP.

Acknowledgement of Receipt of Addenda:

I/We have received and reviewed the Addenda listed below and have included the provisions thereof in this response to the RFP.

Addenda Received: _____

Attachment B
Request for Proposal
Construction Manager as Constructor Services for the
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OFFEROR PROPOSAL SHEET

OFFEROR: _____

Similar Facility Experience and Qualifications:

List three (3) examples completed in the past five (5) years of Services performed by the Offeror on projects of similar nature typify the qualifications of the Offeror.

Project 1. _____

Project 2. _____

Project 3. _____

Offeror Client References (Client, Contact Name and Number):

List three (3) clients, client contact persons, and telephone numbers where Services in the past five (5) years performed by the Offeror typify the qualifications of the Offeror.

Client 1. _____

Client 2. _____

Client 3. _____

Offeror Architect/Engineer References (AE, Contact Name and Number):

List three (3) architects and/or engineers, contact persons, and telephone numbers where Services in the past five (5) years performed by the Offeror typify the qualifications of the Offeror.

AE 1. _____

AE 2. _____

AE 3. _____

Offeror First-Tier Subcontractor References (Company, Contact Name and Number):

List three (3) First-Tier Subcontractors, contact persons, and telephone numbers where Services in the past five (5) years performed by the Offeror typify the qualifications of the Offeror.

First-Tier Subcontractor 1. _____

First-Tier Subcontractor 2. _____

First-Tier Subcontractor 3. _____

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Proposal Certification:

The Offeror proposes to complete the Services as described in this Proposal for the following expenses:

CMc Fee as a percentage of the GMP % _____

Staff Billing Rate as multiplier of the Actual Staff Wage _____

CMc General Conditions Fee as a percentage of the GMP
(Based upon the scope, budgets, and schedules identified in
Attachment A and as determined in Attachment E.) % _____

CMc Estimated percentage of self-performed work % _____

CMc Mark-up Fee as a percentage of the First-Tier Subcontracts % _____

Bond Rate (Based on 100% P&P Bond, scope, budgets, and,
schedule identified in Attachment A.) % _____

Pre-Construction Services as Time & Materials, Not-to-Exceed
(Based upon the scope, budget, and schedule identified in
Attachment A.) \$ _____

Post-Occupancy Services as Time & Materials, Not-to-Exceed
(Based upon the scope, budget, and schedule identified in
Attachment A.) \$ _____

Other Expenses, If Any:

_____ \$ _____

_____ \$ _____

_____ \$ _____

Attachment B
Request for Proposal
Construction Manager as Constructor Services for the
Learning Curve at Central Library Renovation Project
Offeror Proposal Sheet and Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

The undersigned, on behalf of the Offeror, being first duly sworn, deposes and states that the Offeror has not, nor has any other member, representative, employee or agent of the Offeror, entered into any combination, collusion or agreement with any person relative to the Service fees to be proposed by anyone at such letting, to prevent any person from submitting a proposal, or to induce anyone to refrain from submitting a proposal.

The undersigned further deposes and states that this Proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person referring to such proposal.

The undersigned further deposes and states that no person, firm or entity has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such Proposal.

Offeror: _____

By (Signature): _____

Printed Name and Title: _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 20____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment C
Request for Proposal
Construction Manager as Constructor Services for the
Learning Curve at Central Library Renovation Project
Schedule of Activities

RFP Issued	August 15, 2023
Public Notices	August 18 and 25, 2023
Pre-Proposal Conference	August 21, 2023, at 1:00 pm EDT Central Library Knall Meeting Room 40 East St. Clair Street Indianapolis, IN 46204
Questions Due from Offerors to IndyPL	August 24, 2023, at 4:00 pm EDT
Answers to Questions sent to Offerors	August 31, 2023, by 4:00 pm EDT
RFP Due and Public Opening ("Proposal Submission Deadline")	September 13, 2023, at 11:00 am EDT Library Services Center 2450 North Meridian Street Indianapolis, IN 46208
IndyPL Evaluation Committee Meets to Discuss the Responses to the RFP received by IndyPL	September 26, 2023
IndyPL Submits Questions to and/or Requests Discussions with Offerors Reasonably Susceptible of Being Awarded the Contract	August 27, 2023
Responses to Questions and/or Discussions with Offerors by IndyPL Evaluation Committee – If needed	October 2, 2023, 1:00 to 4:00 pm EDT, – Discussion times TBD if needed
Preliminary Recommendation Presented to IndyPL Board Facilities Committee	October 10, 2023, at 1:00 pm EDT Library Services Center 2450 North Meridian Street Indianapolis, IN 46208
Final Recommendation to IndyPL Board of Trustees at their monthly public meeting.	October 23, 2023, 6:30 pm EDT Haughville Branch 2121 West Michigan Street, Indianapolis, IN 46222
Notice of Intent to Award CMc Contract	October 25, 2023
Post Award Planning and Coordination Meeting	Early November 2023
Execute Agreement	Early December 2023
Value Analysis Efforts	November 2023

Attachment C
 Request for Proposal
 Construction Manager as Constructor Services for the
 Learning Curve at Central Library Renovation Project
 Schedule of Activities

Design Progress Estimate, Determination of Alternates, Unit Prices, and Allowances	December 2023
Bidding Documents Estimate	January 2024
Preparation of Bidding Packages	January 2024
Project Bidding	Q1 2024
Establishment of the GMP	March 25, 2024, IndyPL Board Meeting
Site Mobilization	Q1 2024
Construction Begins	Q2 2024
Project Substantial Completion	Q2 2025

Attachment D
Request for Proposal
Construction Manager as Constructor Services for the
Learning Curve at Central Library Renovation Project
E-Verify Affidavit

Pursuant to Indiana Code § 22-5-1.7-11, the CMc entering into a contract with the Indianapolis-Marion County Public IndyPL is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The CMc is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify no longer exists.

1. CMc affirms that CMc does not knowingly employ an unauthorized alien.
2. CMc affirms under the penalties of perjury that it has enrolled and is participating in the E-Verify program. CMc is not required to participate should the E-Verify program cease to exist.
3. CMc agrees to provide documentation upon request demonstrating that CMc has enrolled and is participating in the E-Verify program.
4. Library may terminate for default if CMc fails to cure a breach of any of these provisions no later than thirty (30) days after being notified.

I affirm, under the penalties for perjury, that the foregoing representations are true.

(CMc): _____

By (Written Signature):

(Printed Name):

(Title):

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this ____ day of _____ 20____.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

Attachment E
Request for Proposal
Construction Manager as Constructor Services for the
Learning Curve at Central Library Renovation Project
General Conditions Worksheet

Staff	Estimate	Unit	Rate	Estimated Cost
Project Executive		Hour	\$	\$
Project Manager		Hour	\$	\$
Project Engineer		Hour	\$	\$
Project Superintendent		Hour	\$	\$
Project Safety Manager		Hour	\$	\$
Project Coordinator		Hour	\$	\$
Subtotal				\$
Facilities	Estimate	Unit	Rate	Estimated Cost
Office Furnishings		Lump Sum	\$	\$
Office Equipment		Lump Sum	\$	\$
Office Supplies		Months	\$	\$
Technology		Months	\$	\$
Printing		Lump Sum	\$	\$
Photography/Drone		Lump Sum	\$	\$
PM Database		Lump Sum	\$	\$
Other:			\$	\$
Other:			\$	\$
Subtotal				\$
General Requirements	Estimate	Unit	Rate	Estimated Cost
Temporary Fencing		Lump Sum	\$	\$
Temporary Stairs		Lump Sum	\$	\$
Temporary Lift		Lump Sum	\$	\$
Temporary Restrooms		Each	\$	\$
Temporary Enclosures		Lump Sum	\$	\$
Temporary Signage		Lump Sum	\$	\$
General Cleaning		Week	\$	\$
Final Cleaning		Week	\$	\$
Safety Equipment		Lump Sum	\$	\$
Dumpsters		Each	\$	\$
Traffic Control		Lump Sum	\$	\$
Permits		Lump Sum	\$	\$
Other:			\$	\$
Other:			\$	\$
Subtotal				\$
		Total		\$

Attachment F
Request for Proposal
Construction Manager as Constructor Services for the
Learning Curve at Central Library Renovation Project
Draft Agreement

DRAFT AIA® A133™ Owner/Construction Manager as Constructor Agreement 2019, as
modified.

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month, and year.)

BETWEEN the Owner:

Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, Indiana 46208

and the Construction Manager:

T.B.D.

for the following Project:

Indianapolis Public Library
Central Library Curve Renovation Project
40 East St. Clair Street, Indianapolis, IN 46204

The Architect:

krM Architecture+
1515 North Pennsylvania Street
Indianapolis, IN 46202

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

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2	GENERAL PROVISIONS
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4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Owner's Request for Proposal Construction Manager as Constructor Services for the Learning Curve at Central Library Project (RFP), dated August 15, 2023, including any and all modifications thereto, any and all documents attached thereto, incorporated therein and/or made reference to therein (the "RFP"). In addition, Owner's program for the Project shall be further developed in conjunction with Construction Manager and Architect, per the terms of the Contract Documents.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See the RFP .

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The GMP Building Renovation budget, including contingencies	\$4,400,000.
The Fixtures/Furniture/Equipment budget, including contingencies	\$605,000.
The Other Owner Hard and Soft Costs budget, including contingencies	\$1,248,957.
The total Project budget, including contingencies	\$6,253,957.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Completion of design progress estimate – December 2023.

- .2 Construction commencement date:

Quarter 2 2024.

- .3 Substantial Completion date or dates:

For the final phase of the Project - Quarter 2 2025.

- .4 Other milestone dates:

Final phase of the Project Open for Public Services – Quarter 2 2025.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

T.B.D.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N.A.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

T.B.D.

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

T.B.D.

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N.A.

.2 Civil Engineer:

N.A.

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Environmental Engineer:

Metric Environmental
6971 Hillside Court
Indianapolis, IN 46250
(317) 912-3483

Owner may also retain: Security Equipment; Audio Visual Equipment.

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Architect's Representative:
Kevin Montgomery
Phone: (317) 968-9868
Email: k.montgomery@krmarchitecture.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

T.B.D.

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

See the RFP and Construction Manager's "CMc Proposal for The Learning Curve at Central Library Projects" dated August 15, 2023, including all documents attached thereto, incorporated therein and/or made reference to therein (the "SOQ") »

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

See the Contract Documents, the RFP and the SOQ.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner may adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of the Owner's RFP; the Construction Manager's; this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's best skill and judgment in furthering the interests of the Owner; to furnish high quality and efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials in order to meet Owner's needs and schedule; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a reasonably timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

The general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION **MANAGER'S** RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise the highest level of care in preparing schedules and estimates and in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager shall promptly report to the Architect and Owner any nonconformity in the Drawings and/or Specifications discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other and shall promptly communicate with Owner in reference to any and all questions and/or additional information needs, so as to not delay progress of the Project. Further, the Construction Manager warrants that it has fully apprised itself of the contents of the Owner's program, schedule and construction budget requirements as outlined in the RFP.

§ 3.1.3 Consultation

§ 3.1.3.1

The Construction Manager shall regularly and consistently schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work in a manner that will not cause delay in the progress of the Project and/or as required by the Owner or the Architect.

§ 3.1.3.2 The Construction Manager shall promptly advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also promptly provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible cost reductions, as well as any and all other matters necessary to assure the proper and timely completion of the Project and/or as requested by Owner and/or Architect. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been identified, the Construction Manager shall prepare and frequently update, in order to maintain proper and timely Work progress, a Project schedule for the Architect's review and the Owner's acceptance. In no event shall the Construction Manager update the schedule less frequently than monthly. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect, Owner or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project as more particularly described in the RFP.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract and/or which relate to the Project, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services - Construction Manager shall provide other Preconstruction Services as requested by Architect and/or Owner as necessary for the timely and order progress of the Project.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with specifics and detail pertaining to the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize the Architect, in reliance on the Architect's review and advice and as approved by the Architect, to provide the revisions to the Drawings, Specifications and Contract Documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner or Architect shall furnish those revised Drawings and Specifications to the Construction Manager. The Construction Manager shall promptly notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings, Specifications and Contract Documents in sufficient detail to allow Owner and Architect to facilitate any required additional revisions.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Owner is an Indiana State Sales Tax exempt entity and shall provide its exempt certificate to Construction Manager. Construction Manager shall in turn provide Owner's tax exempt certificate to all Subcontractors and material suppliers and inform such Subcontractors and material suppliers, in writing, that Owner shall not be liable for payment of Indiana State Sales Tax.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work in order to assure proper and timely completion of the Work and Project. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Weekly Report

The Construction Manager shall record the progress of the Project. On a weekly basis, or otherwise as required by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. In addition, the Construction Manager shall prepare a monthly report for use in the information packet distributed by Owner to Owner's Board of Trustees at their monthly meeting.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and promptly report the variances to the Owner and Architect and shall provide this information in its weekly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Subcontracts

Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager and as required by Indiana Code § 5-32, *et. seq.*, including more specifically, but not limited to, IC 5-32-5, *et. seq.* The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted.

§ 3.3.2.7 Subcontracts or other agreements shall conform to Indiana Code § 5-32, *et. seq.* and the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee.

§ 3.3.2.8 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 7.8, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 7.8.2.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 The Owner shall establish and, if necessary, periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.3 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work

with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager does not warrant the accuracy of information and services furnished by the Owner but shall exercise due care in reviewing such information for accuracy, notify the Owner of any and all inaccuracies discovered by the Construction Manager and take proper precautions relating to the safe performance of the Work.

§ 4.1.3.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.3.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements and encroachments of record, zoning, deed restrictions of record, boundaries and contours of the site; locations, dimensions of existing buildings and other improvements; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.3.3 The Owner, when such services are requested in writing by Construction Manager, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.5 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions reasonably promptly and furnish information, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

§ 4.3 Architect

The Owner has retained an Architect to provide services to the Owner. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

T.B.D.

§ 5.2 Payments - Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

T.B.D.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Construction Manager's Fee shall be adjusted for any changes in the Work which increase the Cost of the Work by applying the percentage stated in paragraph 6.2.1 above to the increased Cost of the Work and adding that amount to the Construction Manager's Fee. For changes in the Work which decrease the Cost of the Work, the percentage stated in paragraph 6.2.1 above shall be applied to the decrease in Cost of the Work and that amount shall be subtracted from the Construction Manager's Fee.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors' Overhead shall not exceed ten percent (10%) and profit shall not exceed five percent (5%).

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rental rate paid at the place of the Project.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops.

§ 7.2.2 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.2.1.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to First Tier Subcontractors in accordance with the requirements of the subcontracts, this Agreement and IC 5-32 *et. seq.*

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager and/or Construction Manager's Subcontractors or material suppliers at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.2 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior written approval.

§ 7.6.6 Costs of document reproductions and delivery charges.

§ 7.6.7 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior written approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such written notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.8.3 Notwithstanding the provisions of this paragraph 7.8, in no event shall the value of the Work performed by the Construction Manager itself and/or any "related party," in the aggregate, total more than twenty percent (20%) of the total value of the Project. This paragraph 7.8.3 is intended to cause compliance by the Construction Manager with IC 5-32-3-7 and Construction Manager represents and warrants that it shall so comply.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the **1st** day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the **28th** day of the **same** month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than **thirty (30)** days after the Architect receives the Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201-2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten Percent (10%).

§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 The Owner shall conduct, or cause to be conducted, an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article

9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager’s final accounting.

§ 11.2.2.3 If the Owner’s auditors’ report concludes that the Cost of the Work, as substantiated by the Construction Manager’s final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager’s receipt of a copy of the Architect’s final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner’s auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect’s final Certificate for Payment.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager’s Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager’s Construction Phase services.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of

termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager equitable compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term “profit” shall be understood to mean the Construction Manager’s Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, the Construction Manager shall not assign this Agreement, as a whole, or in part, without written consent of the Owner. If the Construction Manager attempts to make an assignment without such consent, Construction Manager shall nevertheless remain legally responsible for all obligations under this Agreement.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall, at its own expense, maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement insuring the Construction Manager, its employees, agents and designees, and the Indemnitees as required herein, which insurance shall be placed with insurance companies reasonably acceptable to the Owner and shall incorporate a provision requiring the giving of written notice to the Owner at least thirty (30) days prior to the cancellation or nonrenewal, or material modifications of any such policies:

.1 Commercial General Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury (including death), personal injury, property damage, fire legal liability, contractual liability and products and completed operations, and Five Million Dollars (\$5,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Construction Manager’s activities at the Facilities. Any deductible shall be at Construction Manager’s expense.

.2 Workers' Compensation and Employer’s Liability insurance, affording coverage in accordance with the applicable state laws covering all of Construction Manager’s employees in amounts not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee and Two Million Dollars (\$2,000,000) policy limit.

.3 Property Insurance coverage for all tools, materials, equipment, and other items owned, borrowed, or leased by Construction Manager shall be Construction Manager’s responsibility. Owner shall not be responsible for such tools, materials, equipment, and other items owned, borrowed, or leased by Construction Manager;

.4 Automobile Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) combined and covering all owned, non-owned and hired vehicles and insuring, at a minimum, against loss, damage or liability for bodily injury, death, and property damage (including cargo);

.5 Umbrella Liability insurance at not less than Ten Million Dollars (\$10,000,000) limit for each occurrence providing for excess coverage over the Construction Manager’s Commercial General Liability, Employer’s Liability, Property and Automobile policies as set forth above, which such policy shall be written on an occurrence basis; and

.6 The Construction Manager’s Commercial General Liability, Automobile and Umbrella policies shall be endorsed to name the following as additional insureds:

Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, volunteers, representatives, agents, contractors, licensees, and successors.

§ 14.3.2 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.4, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.4 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed.

§ 14.5 Other provisions:

§ 11.5.1 In the event Owner retains legal counsel and/or expert consultants for the purpose of enforcing and/or defending its rights or position under this Agreement, then, as part of any judgment in favor of Owner resulting therefrom, Owner shall be awarded recovery from Construction Manager of Owner's expenses for attorneys' and consultant's fees, plus all other costs of litigation and/or dispute resolution.

§ 11.5.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 11.5.3 (a) Owner shall not, under any circumstances, be liable for any damages (whether foreseen, unforeseen, actual, consequential, or otherwise) suffered by the Construction Manager, its agents, or subcontractors (or anyone else for whom the Construction Manager may be liable) arising from or in connection with any injury or damage suffered while on or around the specific project site or any portion thereof.

(b) Notwithstanding anything to the contrary contained elsewhere in this Agreement, in no event shall the Construction Manager or any subcontractors claim or receive any consequential or other special damages, or lost profits on account of any claim submitted in connection with this Agreement, including, without limitation, expenses arising from Owner's performance or nonperformance of the terms of this Agreement, or otherwise, or claim damages for delay for any reason, for which the exclusive and sole remedy shall be an extension of the time for completion of the services, if such is warranted and permitted by Owner.

§ 11.5.4 Construction Manager will pay when due all claims for services, material or labor incurred at Construction Manager's request in the performance of this Contract. To the fullest extent permitted by law, Construction Manager will indemnify, defend and hold harmless owner and the Project from and against any and all mechanics' liens or stop notices of any kind or character whatsoever that may be recorded, filed or served with respect to the Project by Construction Manager or Construction Manager's subcontractors and/or material suppliers arising out of or in any

manner connected with the performance of this Contract or any subcontract made pursuant to or in connection with the performance of this Contract. Construction Manager will, at its own expense, defend any and all actions based upon such mechanics' liens or stop notices and will pay all charges of attorneys and all costs and other expenses arising therefrom. If Construction Manager fails to defend any such action to Owner is a party, Owner may defend itself with counsel of its choice, and Construction Manager will indemnify Owner from and against all costs and fees incurred by Owner in such action. If any such lien or stop notice is recorded or served with respect to the Project or Construction Manager's subcontractors and/or material suppliers arising out of or in any manner connected with the performance of this Contract, Construction Manager will, at its sole cost and expense, immediately record or file, or cause to be recorded or filed, in the office of the appropriate public official in which such lien or stop notice was recorded, or with person(s) on whom such notice was served, a bond executed by a good and sufficient surety, and approved by Owner, in a sum equal to one and one-half (1-1/2) times the amount of such lien or stop notice, which bond will guarantee the payment of any amounts that Construction Manager's subcontractors and/or material suppliers may recover on the lien or stop notice together with any attorneys' fees and costs of suit in the action, if any, that such subcontractors and/or material suppliers may recover therein.

§11.5.5 E-Verify Program. The Construction Manager affirms under penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

§11.5.6 Pursuant to Ind. Code § 5-22-16.5-13(b), Construction Manager certifies that Construction Manager is not engaged in any investment activities in Iran.

§11.5.7 Equal Opportunity/Non-Discrimination. The Construction Manager and the Construction Manager's Subcontractors shall not discriminate against an employee or applicant for employment because of race, religion, color, sex or national origin. The Construction Manager shall take affirmative action to ensure 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 be 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 Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination. Further, pursuant to Ind. Code § 5-16-6-1, Construction Manager understands and agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

(c) That there may be deducted from the amount payable to the Construction Manager by the state of Indiana or by any municipal corporation thereof, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

(d) That this contract may be cancelled or terminated by the state of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

§11.5.8 Laws, Rules, and Regulations. In performing the Work, Construction Manager warrants that it has knowledge of, understands, and shall comply with all applicable federal, state, and local laws and regulations, including without limitation, those laws and regulations relating to the environment, health, safety, and welfare, discrimination in employment, conflicts of interest, and accounting records and requirements. SHOULD ANY APPLICABLE LAW OR REGULATION CHANGE DURING THE TERM OF THIS AGREEMENT, CONSTRUCTION MANAGER SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE VERSION OF SUCH LAW OR REGULATION IN FORCE AT THE TIME THE SERVICES ARE PROVIDED UNDER THIS AGREEMENT.

§11.5.9 Permits and Licenses. Construction Manager and any of its approved sub-contractors shall obtain and keep in effect all permits, licenses, registrations, insurance certificates, and other certificates or approvals required for every aspect of the Services performed under this Agreement. At the request of Owner, Construction Manager shall provide Owner with copies of all licenses, permits, registrations, insurance certificates, and other certificates and approvals related to performing the Services described under this Agreement. Construction Manager and any of its employees and subcontractors will comply with all applicable licensing standards, certification standards, accrediting standards and any other laws or regulations governing the Services to be provided by Construction Manager pursuant to this Agreement. Owner shall not be required to reimburse Construction Manager for any services performed when Construction Manager or its employees, contractors or subcontractors are not in compliance with such applicable standards, laws or regulations. Construction Manager shall give Owner immediate verbal and written notice of any revocation or cancellation of any required license, permit, registration, and insurance certificate or approval. If the Construction Manager is a foreign (out-of-state) entity, it shall be required to furnish a certificate from the Secretary of State of Indiana showing that the entity is registered and authorized to transact business in the State of Indiana.

§11.5.10 Records; Audit. Construction Manager shall maintain books, records, documents, and other evidence directly pertinent to performance of the Services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Construction Manager shall also maintain the financial information and data used by Construction Manager in the submission or preparation of any cost submission, statement or summary submitted to Owner or any funding agency. Owner shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine, inspect, audit, and copy directly pertinent books, documents, papers and records of Construction Manager involving any transaction related to this Agreement. The periods of access and examination as described herein shall continue until any disputes, claims, or litigation arising out of the performance of this Agreement has been resolved. Failure to maintain accurate records and valid licenses, registrations, certifications, or insurance shall constitute breach of this Agreement and may result in termination of the Agreement.

§11.5.11 Non-Appropriation. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Owner are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Owner shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding.

§11.5.12 Non-Collusion. Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's professional judgment with respect to this Project. Construction Manager represents and warrants that no officer, director, employee or agent of Owner has been or will be employed, retained or paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from Construction Manager or any of Construction Manager's directors, officers, employees or agents in connection with the obtaining, arranging or negotiation of this Agreement. Both parties agree that the consideration to be paid by Owner under this Agreement represents fair and reasonable consideration relative to the value of work to be provided by Construction Manager to Owner.

§11.5.13 STATUTORY VIOLATIONS

§11.5.13.1 The Owner is required to report pursuant to Ind. Code § 5-16-13-15 (b) (1) the following suspected statutory violations by the Construction Manager or any lower tier contractor to the appropriate agency: 1) Suspected violations by the Construction Manager of the E-Verify provisions of this contract shall be reported to the Indiana Department of Labor, 2) Suspected violations of the state minimum wage law or the Fair Labor Standards Act of 1938, as amended, shall be reported to the Indiana Department of Labor, 3) Suspected violations by the Construction Manager or lower tier contractors of the worker's compensation or occupational diseases statutes shall be reported to the Worker's Compensation Board of Indiana; and 4) Suspected violations by the Construction Manager or lower tier contractors of the unemployment insurance statutes shall be reported to the Indiana Department of Workforce Development.

§11.5.13.2 For violations other than those listed in §10.16.1 above, the Owner shall notify the Construction Manager of any suspected violations or breaches of state law as required by Ind. Code § 5-16-13-15 (b)(2). The notification shall be signed by the chief executive officer of the Owner and shall be sent by a method that enables the Owner to verify receipt of the notice. The Construction Manager shall have 30 days after notice is received to remedy the violation or breach. The Construction Manager may continue work during the 30-day remedy period.

§11.5.13.3 Identification of Tier Contractors. The Construction Manager understands and agrees that the terms and conditions of Ind. Code § 5-16-13 are made a part hereof and incorporated herein by reference and that Construction Manager shall conform in all respects to such provisions and further represents and confirms it is a Tier 1 Contractor as defined by Ind. Code § 5-16-13-4 (1). The Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of subcontractors (defined as Tier 2 contractors, Tier 3 contractors, or for each portion of the Work. The Construction Manager shall not contract with any Tier 2 contractor, Tier 3 contractor, or Lower tier contractor or supplier to whom the Owner has made a timely and reasonable objection.

§ 11.5.14 Drug Testing – Compliance with all Laws and Regulations. Construction Manager shall and shall require any lower tier contractors to be in compliance with all laws and regulations for drug testing, including without limitation, Ind. Code § 4-13-18-1 through Ind. Code § 4-13-18-7, as required by Ind. Code § 5-16-13-11 (6). Further, pursuant to Ind. Code §4-13-18-7, Construction Manager understands and agrees that:

(1) That the Construction Manager shall implement its employee drug testing program described in the Construction Manager's plan.

(2) Owner shall terminate this Contract if Construction Manager:

(A) fails to implement its employee drug testing program during the term of the contract;

(B) fails to provide information regarding implementation of the Construction Manager's employee drug testing program at the request of the Owner; or

(C) provides to the Owner false information regarding the Construction Manager's employee drug testing program.

§ 11.5.15 Domestic Steel or Foundry Products.

§11.5.15.1 Pursuant to Indiana Code §5-16-8, if any steel or foundry products are to be used or supplied in the performance of the Work under this contract and/or any subcontract entered into by Construction Manager in furtherance of the performance of the Work, only steel or foundry products made in the United States shall be used or supplied in the performance of the Work under this contract and any subcontracts, unless Owner determines, in writing, that the cost of steel or foundry products is considered to be unreasonable. As defined in Indiana Code §5-16-8-1, “steel products” means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process and “foundry products” means products cast from ferrous and nonferrous metals by foundries in the United States.

§11.5.15.2 For purposes of the preceding paragraph, the price of any steel or foundry products of domestic (United States) origin is not considered unreasonable if the price does not exceed the sum of:

(1) the bid or offered price of like steel or foundry products of foreign origin (including any applicable duty); plus

(2) a differential of fifteen percent (15%) of the bid or offered price of the steel or foundry products of foreign origin.

§ 11.5.16 Compliance with Indiana Code § 5-32 Pertaining to Public Works Contracts Using Construction Manager as Constructor. Construction Manager represents and warrants that it is familiar with and shall conform in all respects with the provisions of IC 5-32, *et. seq.* and, in addition to all other terms, conditions and obligations imposed upon Construction Manager by this Agreement, shall defend, indemnify and hold Owner harmless of and from any and all claims or damages arising from Construction Manager’s non-compliance with IC 5-32, *et. seq.*

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

- .7 Other documents, if any, listed below:

Owner's RFP, as defined and incorporated herein in Section 1.1.1 above.

Construction Manager's SOQ, as defined and incorporated herein in Section 1.1.13 above.

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Gregory A. Hill, Sr., CEO
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

« »
(Printed name and title)