

# ADDENDUM

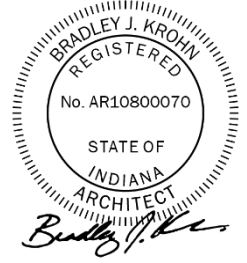
ADDENDUM NO: 02

PROJECT: Durbin Learning Center Interior Renovations

PROJECT NO: 2024062

DATE: January 22, 2025

BY: Brad Krohn



This Addendum is issued in accordance with the provisions of "The General Conditions of the Contract for Construction," Article 1, "Contract Documents" and becomes a part of the Contract Documents as provided therein. This Addendum includes:

Addendum Pages: **1-5**

Attached Documents: AIA Document A101 – 2017 Exhibit A

Attached Drawing Sheets: A220, A501, P201, T001, T201, T403, TD201

## **PART 0 - GENERAL INFORMATION**

0.1 NOT USED

## **PART 1 - BIDDING REQUIREMENTS**

1.1 NOT USED

## **PART 2 - SPECIFICATIONS**

2.1 01 10 00 - SUMMARY

A. Remove item 1.08.C

2.2 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

A. Remove item 3.03.F.

2.3 AIA Document A101 – 2017 Exhibit A

A. Replace document in its entirety.

## **PART 3 - DRAWINGS**

3.1 A220 – CANOPY PLANS AND DETAILS

A. 4/A220 - ENLARGED CANOPY PLAN

1. Revise sidewalk dimensions.

2. Add transparent gray hatch and note to portion of sidewalk at door C123A:

**NEW SIDEWALK IS A PART OF ALTERNATE**

3. Add note to exterior concrete pad by rooms C123 and C145:

**NEW CONCRETE PAD FOR MECHANICAL EQUIPMENT, REFERENCE STANDARD DETAILS.**

B. 3/A220 – CANOPY SECTION

1. Extend sidewalk 6" past the edge of column.

3.2 A501 – DOOR AND FRAME SCHEDULE

- A. Remove G1 from frame F5
- B. Update glass tags to be **G2** for frame F3.

3.3 P201 – FLOOR PLAN – UNIT C – PLUMBING

- A. Remove and replace existing water coolers in Corridor C130.
- B. Add plan note 26 and 27.
- C. Replace sheet P201 in its entirety.

3.4 T001 – SYMBOLS, ABBREVIATIONS, AND GENERAL NOTES - TELECOM

- A. Replace sheet T001 in its entirety.

3.5 TD201 – FLOOR PLAN – UNIT C – TELECOM DEMOLITION

- A. Replace sheet TD201 in its entirety.

3.6 T201 – FLOOR PLAN – UNIT C – TELECOM

- A. Replace sheet T201 in its entirety.

3.7 T403 – DETAILS – TELECOM BACKBON AND ROUGH-INS

- A. Replace sheet T201 in its entirety.

**PART 4 - QUESTIONS AND ANSWERS**

- 4.1 I was told during the site visit that all access control, security cameras, and telecom systems would be handled by Presidia and not be included in our scope. Can you confirm this?

- A. Card access, cabling, and intercom are by Presidio. Security cameras are by Owner.

- 4.2 Please confirm that construction can begin as soon as the job is awarded.
- A. Construction can begin as soon as the job is awarded, and the permit is given.
- 4.3 It was brought up during the pre-bid that we may need to avoid working when certain kids are in the vicinity to avoid startling them. Was this in reference to the testing events mentioned in the specs?
- A. The contractor and subcontractors are not permitted to enter other units of the building where students may be present without coordination with the owner.
- 4.4 A501: The schedule shows all doors with F3 elevation to have G2 glass instead of the G3 glass shown in the elevation. Door C104A calls out a F5 elevation, but with G2 glass instead of G1. Please confirm whether the schedule is correct.
- A. Frame F3 is to have G2 glass. Door C140A is to have G2 glass and door C140B is to have G1 glass.
- 4.5 There are two water fountain/bottle fillers that show up on A201 that don't show up on P101. One of these locations has a pre-existing water fountain/bottle filler that is supposed to be demo'd. Should the plumber install two new units?
- A. New bi-level water coolers with a bottle filler are to be located at Unisex Restrooms C132H and replace the existing water coolers at Corridor C101.
- 4.6 Specifically, I'm looking at Alternate #2 and would like to confirm whether rooms C141 and C126 will be receiving new finishes. The floor plan shows these rooms marked with F1, which indicates that no finish work is planned.
- A. New finishes in these rooms are not a part of the base bid or alternate. The scope is only to remove plumbing fixtures and cap. Adding doors to these rooms is a part of the alternate.
- 4.7 Detail 3 on drawing AD201 indicates that the exterior wythe of the area of the door cutout is 4" CMU. Is there any other exterior finish such as Stucco, EIFS, or split-face block on the wall or is the exterior wythe exposed and painted standard 4" CMU?
- A. The exterior wythe is currently painted fluted CMU.
- 4.8 For sheet TD201 the Intercom speaker is not shown as uninstall and reinstall in new ceiling?
- A. Intercoms are by owner.
- 4.9 On sheet TD201 what is 'S' w/square and 'L'?
- A. This is shown on symbol sheet T001 as speaker. L just means local. Scope by Owner.
- 4.10 In 270526 Grounding & Bonding Spec with Sheet T401, the cable tray is existing & only shown in reno space.
- A. Existing to remain, no new cable tray is needed.

- 4.11 No rack is shown in new IDF room.
- A. This will be provided by the owner.
- 4.12 What are the symbols 'VP' & 'VM'?
- A. By Presidio.
- 4.13 There is 'C' camera up off the building form C140 Vestibule.
- A. Existing camera to remain.
- 4.14 Specs call for firestopping, however there is no rated construction shown. Please confirm.
- A. There is no anticipated rated construction on the project.
- 4.15 Please advise estimated weight for operable partition wall. Structural steel contractors need to know if shear tabs or welded connections are required.
- A. The weight of the operable partition is dependent on the manufacturer selected. This can vary from 8lbs to 12lbs.
- 4.16 Original spec called for 10% bid bond, Addendum #001 (pre-bid agenda) states 5% bid bond. Please advise.
- A. The pre bid was incorrect, the bid bond is to be 10% per notice to bidders.
- 4.17 Referencing section 00 01 00 Summary- indicated that lead paint abatement is the responsibility of the General Contractor.
- A. There is no anticipated lead paint in the existing building. This portion of the spec is removed in this addendum.
- 4.18 Referencing A100 showing the extents of the Base Bid scope versus the Alternate for additional renovation work. This is the only drawing that indicates the base bid versus the alternate. For example, on AD201 it shows the both the base bid and alternate areas being demolished. Are we to include interior demolition of the alternate area in the base bid, OR, apply the scope of the base bid/alternate shown on A100 to the remaining pages.
- A. Apply the scope of A100 to the remaining pages.
- 4.19 Referencing Section 01 50 00 Temporary Facilities & Controls, sub-section k indicates that the General Contractor is responsible for "providing waste collection containers to handle waste from construction operations. Is this referring to trash carts on wheels? Sub-section F of the same specification indicates that Waste Disposal Facilities (as in dumpsters) will be provided by Owner.
- A. Sub section F has been removed in this addendum. All waste collection containers are to be provided by the contractor.

- 4.20 The Agreement indicates the Contractor Sum is a not-to-exceed guaranteed maximum price. Shouldn't this written as "lump-sum contract"?
- A. The contract is a single prime contract. The owner is looking for a single price for work as specified in the documents.
- 4.21 Please confirm the project schedule requirements as it relates to the Base Bid scope of work and also Alternates 1, 2, and 3. The Agreement indicates the completion date is 7/14/25 but doesn't provide a start date. In Section 01 10 00 Summary it indicates that work can start on 2/12/25.
- A. Work may begin once the project is awarded, and a permit has been received.
- 4.22 Are we to assume that for the Base Bid, Alternates 1, 2, and 3 that the space would be made available to the General Contractor on 2/12/25?
- A. Correct
- 4.23 Are we also to assume that Alternate 1, 2, and 3 in addition to the Base Bid scope would have to be completed no later than 7/14/25?
- A. Correct
- 4.24 No limits are listed for Insurance coverage; assuming our standard will be satisfactory.
- A. See revised AIA Document A101 – 2017 Exhibit A included in this addendum.
- 4.25 Plumber is requesting specifications for the RO system piping.
- A. RO water piping system to be PEX.

**END ADDENDUM #02**

# DRAFT AIA® Document A101® – 2017

## Exhibit A

### *Insurance and Bonds*

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « »  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

« »  
« »

**THE OWNER:**  
(Name, legal status and address)

« »  
« »

**THE CONTRACTOR:**  
(Name, legal status and address)

« »  
« »

#### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The ~~Owner and~~ Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit and as required under applicable laws. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual, existing general liability insurance.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201©–2017, General Conditions of the Contract for Construction. Article 11 of A201©–2017 contains additional insurance provisions.

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**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall may purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall may be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall may be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. ~~This insurance shall include the interests of mortgagees as loss payees as insureds. This insurance shall include the interests of mortgagees as loss payees. The insurance furnished by the Owner is not intended and will not cover personnel, tools, equipment, supplies, and materials of the Contractor. The Contractor shall bear the entire risk of loss with respect to the personnel, tools, equipment, supplies, and materials whether rented or leased belonging to him. The Owner's insurance will cover products, materials, and equipment after being incorporated into the building or to be incorporated if present on Owner's property. The Contractor shall make its own arrangements for any insurance it may require on the tools, equipment and materials of the Contractor.~~

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall may provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall may also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:  
*(Indicate below the cause of loss and any applicable sub-limit.)*

Causes of Loss	Sub-Limit
N/A	

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall may provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall may also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
N/A	

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall may continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions. Notwithstanding the foregoing, if the cause of any loss payment under such insurance is the fault of the Contractor or third party, then the Contractor's and/or third party's insurance shall be primary and Owner's insurance will be secondary.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance

of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- [  ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

- [  ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

- [  ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

- [  ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

- [  ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

- [  ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.



- [  ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

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**§ A.2.5 Other Optional Insurance.**

The Owner ~~shall~~may purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- [  ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

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- [  ] **§ A.2.5.2 Other Insurance**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage	Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner and governmental authorities evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner via a schedule of policy limits any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, board members, employees, students, parents, guests, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** ~~The~~In addition to the insurance required in the Agreement, the Contractor shall purchase and maintain coverage required under applicable laws and the following types and limits of insurance from an insurance company or insurance companies rated A+ or A by AM Best Company and lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

<< >>

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than <<→(\$ <<one million dollars>> (\$ <<1,000,000>> ) each occurrence, <<→(\$ <<five million dollars>> (\$ <<5,000,000>> ) general aggregate, and <<→(\$ <<five million dollars >> (\$ <<5,000,000 >> ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- .12 Claim for either bodily injury or property damage arising out of or otherwise caused in whole or in part, by any fungus, mildew, or resulting allergens. If such exclusion exists and cannot be removed by endorsement, Contractor shall submit proof of coverage for mold claims under a Pollution Legal Liability or Contractor's Pollution Liability policy.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than <<→(\$ <<one million dollars (\$1,000,000) per person and <<five million dollars >> (\$

«5,000,000») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability, Employer's Liability, and Automobile Liability through a combination of primary and excess or umbrella liability insurance; in the amount of five million dollars (\$5,000,000), provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.5 Workers' Compensation ~~and unemployment insurance at Indiana~~ statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than ~~«»(\$«»one million dollars» (\$1,000,000))~~ each accident, ~~«»(\$«»one million dollars» (\$1,000,000))~~ each employee, and ~~«»(\$«»five million dollars» (\$5,000,000))~~ policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~«»(\$«»one million dollars» (\$1,000,000))~~ per claim and ~~«»(\$«»five million dollars» (\$5,000,000))~~ in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ~~«»(\$«»one million dollars» (\$«1,000,000»))~~ per claim and ~~«»(\$«»five million dollars» (\$5,000,000))~~ in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~«»(\$«»one million dollars» (\$1,000,000))~~ per claim and ~~«»(\$«»five million dollars» (\$5,000,000))~~ in the aggregate.

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than «»(\$«») per claim and «»(\$«») in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than «»(\$«») per claim and «»(\$«») in the aggregate.~~

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

«»  
«Excess Liability – Umbrella of \$5,000,000 aggregate and each occurrence

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

[ « » ] § **A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

[ « » ] § **A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for Work within fifty (50) feet of railroad property.

[ « » ] § **A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « » ) per claim and « » (\$ « » ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ «- » ] § **A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ « » ] § **A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ « » ] § **A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, [according to applicable laws and](#) as follows: *(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	- 100% of Contract Sum and as required under Ind. Code § 36-1-12-13.1
Performance Bond	100% of Contract Sum and as required under Ind. Code § 36-1-12-14

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



« Contractor shall obtain and maintain the payment and performance bonds in compliance with Ind. Code 36-1-12 »

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