

**CITY OF INDIANAPOLIS
COURTS FACILITY RFP
RFP-11EAL-094**

EXHIBIT A - DEFINITIONS

1. **Advisors** means to those entities listed as Advisors in Section 2.7 of the RFQ.
2. **Alternative Technical Concepts** means a design element or concept that is different from and improves upon an element or concept in the Design Criteria Package. Alternative Technical Concepts are encouraged where they will increase innovation and improve value to the taxpayers. See Exhibit U.
3. **Applicable Law** means any and all federal, state, and local legal requirements applicable to the Courts Project, the RFP, and the Design and Construction Services and Work to be performed and completed under the Design-Build Contract, irrespective of whether such requirement arises at law, in equity, by statute, regulation, ordinance or other source of law.
4. **Architect** means the architect of record engaged by the Design-Builder or other Subcontractors engaged by Design-Builder to perform architectural services on the Courts Project. Architect does not mean the Design Criteria Developer or other Advisors referenced in the RFQ or representatives of The City.
5. **Budget** means the budget for the Courts Project as described in Section 2.2 of the RFP.
6. **City Agency** means any officer, board, commission, department, division, committee, or other governmental entity exercising any of the executive (including the administrative) powers of the city or county government. The term does not include the city-county council or any department of state government.
7. **City or the City of Indianapolis** means the City of Indianapolis established in 1821, and includes its assignees under the Design-Build Contract or other governing agreement for the Courts Project, as well as, the TRC where appropriate under the Design-Build Statute.
8. **Community Justice Campus or CJC** means a new campus of civil and criminal justice facilities at the Site recommended by the Task Force as part of the City of Indianapolis' initiative for holistic, data-driven criminal justice reform.
9. **Conflict of Interests** means a circumstance where the individual in question: a) knowingly or intentionally has a financial interest in, or could derive profit from, the award or performance of the Design-Build Contract; b) uses their position to secure unwarranted privileges or employment; or c) otherwise would violate Section 210 or 211 of the City's Code of Ethics (See City Ordinance Nos. 293-210 & 293-211) or Indiana State ethics statutes.
10. **Construction Services** has the meaning set forth in Section 5-30-1-2 of the Design-Build Statute.
11. **County** means the County of Marion in the State of Indiana.
12. **Consolidated Civil and Criminal Courthouse or Consolidated Courthouse** means a consolidated civil and criminal courthouse co-located with the new Adult Detention Center.
13. **Courts Project** means the design and construction of a Consolidated Courthouse on the CJC.
14. **Criteria Drawings or Concept Drawings** means the one volume of drawings issued with the RFP for the Courts Project. The Criteria Drawings are considered preliminary in nature and subject to review and verification by Offerors. The Design-Builder will be responsible for finishing the design pursuant to the Design-Build Contract.
15. **Design and Construction Services** means the Design and Construction Services defined in the Design-Build Contract.
16. **Design Criteria Developer** means Hellmuth, Obata & Kassabaum, Inc. and, for purposes of determining Conflicts of Interests, its sub-consultants identified as Site Designers and firms assisting with preparation of the Design Criteria Package in Section 2.7 of the RFQ

17. **Design Criteria Package or Design Criteria Documents or DCP or DCD** means the one volume of Criteria Drawings and seven volumes of Performance Specifications issued with the RFP. Reference Information Documents are not part of the Design Criteria Package.
18. **Design Services** has the meaning set forth in Section 5-30-1-7 of the Design-Build Statute.
19. **Design-Build Contract** means the contract awarded by the City to the successful Design-Builder pursuant to the Design-Build Statute. The Design-Build Contract is comprised of the Contract Documents as set forth in the form of Design-Build Agreement issued with the RFP.
20. **Design-Build Statute** means Indiana Code Section 5-30, *et. seq.*
21. **Design-Builder** means the Lead Design-Build Entity that is awarded the Design-Build Contract.
22. **Drawings** means the drawings submitted or verified by an Offeror in its response to the RFP that become part of the Basis of Design Documents through final negotiations with the City as authorized by the Design-Build Statute.
23. **Engineer** means the engineer of record engaged by the Design-Builder or other Subcontractors engaged by Design-Builder to perform engineering services on the Courts Project. Engineer does not mean the Design Criteria Developer or other Advisors referenced in the RFQ or representatives of The City.
24. **Exhibit** means documents attached to and referenced in the RFP or submitted by an Offeror in response to the RFP, as applicable.
25. **Final Completion** means the completion of all Work required by the Contract Documents, including all punch list items and the delivery of all closeout documents to The City. See the Design-Build Contract and the Performance Specifications.
26. **Indiana Access to Public Records Act** means, collectively, Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.5-4-2, 6 and 13.
27. **Indianapolis Metropolitan Statistical Area** means the 11-county metropolitan statistical area in the State of Indiana, also known as the Indianapolis-Carmel-Anderson metro area, designated by the Office of Management and Budget under the President of the United States.
28. **Interview** means an interview as referenced in the RFP and the Design-Build Statute.
29. **JV Member** means an entity that is a member of a joint venture Offeror as defined in any applicable joint venture agreement that was provided with a response to the RFQ.
30. **Key Project Personnel** means, at a minimum, the following personnel for the Team: project executive, project manager, superintendent, lead architect, lead engineer, lead detention designer, lead security designer, lead technology designer, lead structural engineer, lead mechanical engineer, lead electrical engineer, and lead plumbing engineer.
31. **Lead Design-Build Entity** means the legal entity proposed by the Offeror to enter into the Design-Build Contract with the City or its assignee. If the Lead Design-Build Entity is a Joint Venture, then it means each member of the Joint Venture jointly and severally.
32. **Limited Notice to Proceed** means the notice from the City to Design-Builder stating the date the Design-Builder can begin work subject to certain conditions set forth in the notice and the Design-Build Contract.
33. **M/W/V/DO/BE** means minority business enterprise, women business enterprise, veteran owned business enterprise, and disability owned business enterprise collectively and as referenced in the City Code and used by the City's Office of Minority & Women Business Development.
34. **Mayor** means Joe Hogsett, the Mayor of the City of Indianapolis.
35. **Offeror** has the meaning set forth in Indiana Code Section 5-30-1-8.
36. **Open Door Law** means Indiana Code Section 5-14-1.5, *et. seq.*
37. **Owner** means The City or its assignee(s).
38. **Owner's Representative** means Shrewsberry & Associates LLC.
39. **Performance Specifications or Performance Criteria** means volumes 1 through 7 of the RFP Documents issued with the RFP for the Courts Project. The Performance Specifications

are considered preliminary in nature and subject to review and verification by Offerors. The Design-Build Entity will be responsible for finishing the design pursuant to the Design-Build Contract.

- 40. Price Proposal** means a price proposal submitted by an Offeror in response to the RFP and pursuant to the Design-Build Statute.
- 41. Price Proposal Form** means Exhibit Q to this RFP.
- 42. Primary Construction Services** means Construction Services self-performed by the Lead Design-Build Entity or one of its JV Members.
- 43. Primary Design Services** means Design Services: a) self-performed by the Lead Design-Build Entity; and/or b) anticipated to be performed under a direct subcontract agreement with the Lead Design-Build Entity.
- 44. Proposal** has the meaning set forth in Indiana Code Section 5-30-1-10. A Proposal must be submitted in two separate packages as described in the RFP and the Design-Build Statute: the Qualitative Proposal and the Price Proposal.
- 45. Proposed Design** means the proposed design submitted by an Offeror as part of its Qualitative Proposal pursuant to the RFP.
- 46. Qualitative Proposal** means the qualitative proposal submitted by an Offeror in response to the RFP and pursuant to the Design-Build Statute.
- 47. Reference Information Documents or RIDs** means the reference information issued with the RFP.
- 48. Request for Proposals or RFP** means the request for proposals issued by the City pursuant to Chapter 6 of the Design-Build Statute.
- 49. RFP Documents** mean the RFP Documents defined in the RFP.
- 50. RFQ** refers to the Request for Qualifications for Design-Build Services for the New Consolidated and Criminal Courthouse at the Community Justice Campus.
- 51. Site or Project Site** means the site of the Community Justice Campus, which is the former Citizens Energy Group Coke Plant on the east side of Indianapolis. See Exhibit B to the RFQ.
- 52. Site Designers** means those entities listed as Site Designers in Section 2.7 of the RFQ.
- 53. Specifications** means the specifications submitted or verified by an Offeror in the Offeror's Qualitative Proposal. Where an Offeror, as part of its Qualitative Proposal, accepts and verifies the Performance Specifications without alteration or exception, the Performance Specifications will become the Specifications used as part of the Basis of Design Documents under the Design-Build Contract.
- 54. Stakeholder** means the internal stakeholders identified in the Task Force's Criminal Justice Reform Summary Report, dated December 12, 2016 and additional stakeholders for the Jail Project or the Courts Project as identified from time to time.
- 55. Subcontractor** means a person, partnership, company, or other organization which is not in the employment of or owned by the Lead Design-Build Entity but is expected to perform part of Lead Design-Build Entity's responsibilities under any awarded Design-Build Contract pursuant to a separate contract entered into by and between the Subcontractor and Lead Design-Build Entity.
- 56. Substantial Completion** means the stage of construction where, in the opinion of The City or the Owner's Representative's, all items of the Work (or specified portion thereof) necessary to enable the asset to be utilized without significant restrictions for the purpose for which the asset was constructed. All pay items shall be completely installed and all necessary testing as required by the Applicable Law and/or Contract Documents shall be completed. Substantial Completion may be evidenced by a certificate thereof issued by Owner's Representative and signed by The City.
- 57. Team** means the Lead Design-Build Entity and its team of Subcontractors, including advisors, designers and contractors as defined in Indiana Code Section 5-30-1-13.

58. Technical Review Committee (“TRC”) means those individuals listed as TRC members in Section 2.7 of the RFQ, as amended.

59. Work means the Work defined in the Design-Build Contract.

EXHIBIT B – DIVERSITY PLAN QUESTIONNAIRE

This document shall serve as the Design-Builder's Diverse Business Utilization Plan for the City of Indianapolis' Community Justice Project. There are two key components: Section I – Whether Design-Builder Meets Goals; Section II - The Design-Builder's Diverse Business Enterprise Plan for the Community Justice Campus project; and Section III –The Design-Builder's Diversity Past Experience.

The information you provide will be used by the Technical Review Committee to evaluate and score the Design-Builder's Qualitative Proposal regarding the Design-Builder's record of experience and compliance with prior M/W/V/DOBE requirements, commitment to reach or exceed The City of Indianapolis' diverse business enterprise goals, and its methodology to fulfill the goals.

SECTION I – WHETHER DESIGN-BUILDER MEETS GOALS

Total percentages of MBE/WBE/VBE/DOBE participation as of the time of Design-Builder's Proposal submission shall be shown as a numerical percentage in all four (4) blanks below. Percentage shall be based on Price Proposal.

MBE _____Percent (Minimum goal is 15%)

WBE _____Percent (Minimum goal is 8%)

VBE _____Percent (Minimum goal is 3%)

DOBE _____Percent (Minimum goal is 1%)

Identify whether the Design-Builder has met the goals or made a good faith effort to meet the goals as prescribed below:

☐ Offeror meets goals

☐ Offer has made a good faith effort to meet goals. Offeror will provide a M/W/V/DOBE application for Program Waiver from the Project goals, demonstrating all good faith efforts that were made by the Offeror for the purpose of fulfilling the Project goals.

SECTION II: DIVERSE BUSINESS ENTERPRISE PLAN

In this section, the information needed is a description of how the Design-Builder will comply with The City's diverse business enterprise goals of 15% Minority, 8% Women, 3% Veteran, and 1% Disability Owned Business Enterprise participation. Describe the Design-Builder's ability to make good faith efforts to meet or exceed the CJC diverse business participation goals outlined in the RFP and the Indianapolis Community Justice Campus Project Diversity Plan. This information should, at a minimum include:

- How many diverse business enterprises you anticipate utilizing on this project?
- A list of the diverse business enterprises that have agreed to perform Work on the CJC Project.
- Describe the outreach/business engagement activities that will be implemented.

- Describe the strategies and tactics that will be used to ensure the goals are met, and preferably exceeded, including, but not limited to: tracking actual spend against the contracted goals and reporting that information to the Owner's Representative.
- Discuss whether you will offer a mentor-protégé initiative and what that initiative entails.
- Describe strategies that will be used to promote and maximize utilization of diverse business enterprises such as set-asides or unbundling bid packages.
- Discuss contract administration including prompt payment; what measures will be in place to ensure all subcontractors have contracts/purchase orders in a timely fashion.
- Describe other strategies and tactics that will be executed to ensure The City's goals are met or exceeded.

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| <p>Diversity Form – Table 1: DIVERSE BUSINESS ENTERPRISE PLAN</p> |
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SECTION III: RECORD OF SUCCESSFUL DIVERSE BUSINESS ENTERPRISE PROGRAMS

Describe your firm's experience in promoting opportunities for diverse businesses by completing Tables 1-5. This information should include:

- Demonstrated good faith efforts in having met or exceeded diverse business enterprise participation goals on contracts of similar size and complexity.
- Demonstrated success in conducting outreach efforts and events including collaborating with local resources to allow for increased participation of diverse business enterprises.
- Documented system of tracking and reporting good faith efforts to proactively solicit diverse businesses and ensure opportunities are communicated effectively.
- Experience coordinating and or facilitating training or mentor-protégé programs for diverse businesses/subcontractors.
- Demonstrated experience utilizing a broad spectrum of diverse businesses for work items and as material suppliers in operations that traditionally have been self-performed by contractors.
- A satisfactory record of integrity and business ethics as it relates to administering diverse business program regulations.

Diversity Form - Table 2: RECORD OF OUTREACH TO DIVERSE BUSINESS ENTERPRISES

Briefly provide examples of outreach efforts or events that your firm organized/developed which were used to expand the pool of available and interested diverse business enterprises to work on contracts under your direction. Outreach examples should relate to specific contracts during the most recent 3 years. Add more pages, if necessary.

Diversity Form - Table 3: RECORD OF DIVERSE BUSINESS ENTERPRISE SOLICITATION

Briefly provide examples of techniques used by your firm to creatively and proactively solicit/outreach to diverse businesses for specific contracts under your direction. Solicitation examples should relate to projects that have occurred during the most recent 3 years. Include types and frequency of solicitations as well as your follow-up procedures and response expectations. Add more pages, if necessary.

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| Diversity Form - Table 4: RECORD OF DIVERSE BUSINESS ENTERPRISE PRACTICES (add more pages, if necessary) |
| 1) Describe your firm's practice of what constitutes an acceptable proposal/bid from a diverse business enterprise/subcontractor. Include specific attributes of firms that you evaluate. |
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| 2) Describe your firm's approach on which work items are identified to be performed by diverse business enterprises. Provide examples of the most effective and successful approaches your firm uses to find work items for diverse business enterprises on projects within the most recent 3 years. |
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| 3) Describe your firm's good faith efforts (such as unbundling bid packages, pre-bids and matchmaking events, set-asides for diverse businesses/other contractors, etc.) that promote maximal utilization of diverse business enterprises. Provide examples that have been implemented within the most recent 3 years. |
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| 4) Describe your firm's experience with mentoring diverse business enterprises on activities such as increasing the firm's capabilities and competencies, address risk/liabilities, help address deficiencies while on the project, and assistance with diverse business certification for those who might qualify. Provide examples that have been implemented within the most recent 3 years. |
| 5) Describe your firm's experience with setting goals on specific divisions of work to ensure the overall project goal is met or exceeded; tracking committed diverse business enterprise to compare with actual goal attainment/spend; ensuring change orders have diverse business enterprise participation; spend against the contract commitment. |

Diversity Form - Table 4: RECORD OF DIVERSE BUSINESS ENTERPRISE PRACTICES
(add more pages, if necessary)

6) Describe other strategies and tactics your firm executes to promote maximal use of diverse business enterprises and ensure project goals are met or exceeded.

Diversity Form - Table 5: RECORD OF MEETING/EXCEEDING DIVERSE BUSINESS ENTERPRISE CONTRACT GOALS

Provide the information requested below for all projects completed within the most recent 3 years where your firm was the prime contractor or prime consultant. Insert more rows below if needed. For every contract where the diverse business enterprise contract goal was not achieved, attach explanations.

| Contract Name & Contract Number | Diverse Business Enterprise Contract Goal (%) | Diverse Business Enterprise Actual Spend/Goal Attainment (%) | Customer Contact Information (Name/ Telephone / Email) |
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Diversity Program - Table 6: RECORD OF DIVERSE BUSINESS ENTERPRISE PROGRAM INTEGRITY

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| Diversity Program - Table 6: RECORD OF DIVERSE BUSINESS ENTERPRISE PROGRAM INTEGRITY |
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| List all convictions, charges and/or investigations related to allegations of diverse business enterprise fraud which have been brought against your firm or any subsidiary within the most recent 3 years. For each item listed, describe the precise reasons and circumstances which led to the charges, the outcome (if completed) and your explanation of why this happened and what your firm has done to prevent the situation from occurring again. |
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EXHIBIT B-1 – AFFIRMATIVE ACTION PLAN

The City reserves the right to include additional affirmative action plan requirements, beyond those stated in the Design-Build Contract, via addendum.

EXHIBIT C – WORKFORCE QUESTIONNAIRE

In addition to providing a statement describing the Offeror's full-time staffing capabilities and intended additional labor, sources from which labor will be derived on the Courts Project, each Offeror must complete this Questionnaire. The Technical Review Committee will analyze the Offeror's answers to this Questionnaire in evaluating and scoring the Proposals. This Questionnaire will establish the core competencies necessary for each Team to achieve the City of Indianapolis' goals.

1. List each Team member and how many full-time staff each member employs.

2. For each Team member, of the full-time staff, list how many are skilled laborers.

3. List the Team members who intend to employ any additional labor for the Courts Project. For those listed, please list the amount of additional skilled and unskilled laborers each Team member intends to hire.

4. List the Team members that have maintained payroll records for all employees for the last five (5) years.

5. List the Team members who have not maintained payroll records for all employees for the last five (5) years.

6. List the Team members that have a dispute resolution procedure in place for employee workplace disputes.

7. List the Team members that do not have a dispute resolution procedure in place for employee workplace disputes.

8. List the Team members that require that employee workplace disputes culminate in binding arbitration.

9. List the Team members that do not require that employee workplace disputes culminate in binding arbitration.

10. List the Team members that provide a retirement account that includes an employer contribution for their employees.

11. List the Team members that do not provide a retirement account that includes an employer contribution for their employees.

12. List the Team members that pay their employees a living wage.

13. List the Team members that do not pay their employees a living wage.

14. List the Team members that have a written contract with non-exempt employees that describes the employees' terms and conditions of employment, and the employers' and employees' contractual rights and obligations.

15. List the Team members that do not have a written contract with non-exempt employees that describes the employees' terms and conditions of employment, and the employers' and employees' contractual rights and obligations.

16. List the team members that have had any work stoppages of any sort by their employees within the last five years.

17. For the Team members listed in in the response to Question 16, please provide further explanation of the Project where the stoppage occurred and why the stoppage occurred.

18. List the Team members that provide their non-exempt employees with health insurance whose premiums are at least partially paid by the Team member.

19. List the Team members that do not provide their non-exempt employees with health insurance whose premiums are at least partially paid by the Team member.

20. List the Team members that provide their non-exempt employees with disability insurance with premiums that are at least partially paid by the Team member.

21. List the Team members that do not provide their non-exempt employees with disability insurance with premiums that are at least partially paid by the Team member.

22. List the Team members that have had any unfair labor practice charges filed against them with the National Labor Relations Board within the last five years.

23. For the Team members listed in in the response to Question 22, please provide further explanation regarding the circumstances and outcome of the charges.

24. List the Team members that require a non-governmental jurisdictional dispute resolution process such as arbitration or mediation for all disputes.

25. List the Team members that do not require a non-governmental jurisdictional dispute resolution process such as arbitration or mediation for all disputes.

26. List the Team members that require its employees to be enrolled in a two-year apprenticeship or other on-the-job and classroom training approved by and registered with the United States Department of Labor’s Office of Apprenticeship.

27. List the Team members that do not require its employees to be enrolled in a two-year apprenticeship or other on-the-job and classroom training approved by and registered with the United States Department of Labor’s Office of Apprenticeship.

28. Have the Team members demonstrated ability to quickly increase the size of its workforce when project site demands require such an increase?

- ☐ **Yes**
- ☐ **No**

29. If the answer to Question 28 is Yes, please provide the Team member name, project name, when the work occurred on the project, your role on the project, and provide any additional details that may be helpful in evaluating your Proposal.

EXHIBIT D – VAPOR INTRUSION AND RADON GAS MITIGATION CRITERIA

Each Offeror's Qualitative Proposals must include information explaining its ability and plans for meeting the requirements related to the vapor intrusion and radon gas mitigation system for the Courts Project listed below. These requirements should also be used for and factored into preparing Price Proposals. Each Offeror is free, but not required, to include any conceptual or other design information for the system in their Qualitative Proposals.

1. DESIGN-BUILDER shall design and install a vapor intrusion and radon gas mitigation system for all occupied building structures at the Site. The vapor intrusion and radon gas mitigation system shall be designed to prevent the flow of soil vapors potentially containing manufactured gas plant (MGP)-related residual volatile organic compounds (VOCs) and naturally occurring radon gas originating from beneath the buildings on the Site from entering occupied portions of the buildings located on the Site, including through potential preferential pathways such as utility lines and pipes. The vapor intrusion and radon gas mitigation system shall be designed and constructed consistent with the provisions in the document "*Soil Gas Control Systems in New Construction of Buildings*" (ANSI/AARTS CC-1000, 2018), "*Radon Prevention in the Design and Construction of Schools and other Large Buildings*" (EPA/625/R-92/016), "*Petroleum Vapor Intrusion, Fundamentals of Screening, Investigation and Management*" (ITRC, October 2014), "*Engineering Issue: Indoor Air Vapor Intrusion Mitigation Approaches*" (EPA 600R-08115), "*Technical Guidance Document: Vapor Mitigation Systems*" (Indiana Department of Environmental Management (IDEM), Revised October 4, 2016), and other relevant and appropriate guidance addressing vapor intrusion into large commercial structures. The design of the vapor intrusion and radon gas mitigation system shall include all of the relevant performance criteria to ensure that the vapor intrusion and radon gas mitigation system is effective at preventing the flow of soil vapors potentially containing MGP-related residual VOCs and naturally occurring radon gas originating from beneath the buildings on the Site from entering occupied portions of the buildings located on the Site.
2. DESIGN-BUILDER shall assist in preparing a technical submittal to IDEM to seek approval for the design of the vapor intrusion and radon gas mitigation system prior to the installation of the system. DESIGN-BUILDER shall make the necessary revisions to the vapor intrusion and radon gas mitigation system to obtain IDEM approval of the system.
3. Once the vapor intrusion and radon gas mitigation system is installed, DESIGN-BUILDER shall perform any diagnostic testing and verification sampling to verify that the system meets its performance specifications and to establish an operational base line. Diagnostic testing should include visual inspection of the vapor intrusion and radon gas mitigation system; documentation of baseline system performance measurements (e.g. manometer, gauge, or other appropriate measurement and documentation of the measurements); and determining whether alterations or augmentation to the system is required. In addition, DESIGN-BUILDER shall perform any testing required by IDEM, including subslab and indoor air testing, to confirm that the vapor intrusion and radon gas mitigation system is operating effectively. The installation, operation, maintenance, monitoring, and indoor air sampling associated with the vapor mitigation system shall be performed, or in accordance with any more stringent federal and state laws, regulations and guidance that become applicable. Baseline mitigation system performance measurements must be collected no sooner than 30 days after the system is activated, including indoor air sampling. In the event that the vapor intrusion and radon gas mitigation system fails to achieve one or more of the diagnostic testing performance criteria or IDEM indoor air screening levels,

DESIGN-BUILDER shall upgrade the system as necessary to achieve these performance criteria. DESIGN-BUILDER shall assist in preparing any system verification reporting that may be required by IDEM prior to building occupancy.

4. Routine long-term operation, maintenance, and monitoring (OMM) of the vapor intrusion and radon gas mitigation system will be necessary. DESIGN-BUILDER shall develop a site-specific OMM plan and include the OMM plan in the Proposal that outlines the requirements for and frequency of vapor intrusion and radon gas mitigation system inspections, maintenance, and monitoring for each building. The OMM plan shall include all of the relevant performance criteria to ensure that the vapor intrusion and radon gas mitigation system is effective at preventing the flow of soil vapors potentially containing MGP-related residual VOCs and naturally occurring radon gas originating from beneath the buildings from entering occupied portions of the buildings located on the Site.

EXHIBIT E - NEPOTISM DISCLOSURE

Design-Builder: _____

Project: _____

For purposes of compliance with Indiana Code Chap. 36-1-21, please specify below whether Offeror (individual), or a person who wholly or partially owns Offeror (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

☐ Offeror (individual) or Offeror (business) does NOT have a relative who is either the Mayor of Indianapolis, Indiana or a member of the City-County Council of Indianapolis and Marion County, Indiana.

☐ Offeror (individual) or Offeror (business) DOES have a relative who is either the Mayor of Indianapolis, Indiana or member of the City-County Council of Indianapolis and Marion County, Indiana (must specify all relatives below):

☐ Mayor Joseph H. Hogsett

☐ City-County Councilor [please specify name of Councilor(s)]

By: _____
Offeror Authorized Representative's Signature

Title: _____

Date: _____

EXHIBIT F - LEGAL VIOLATIONS

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(3), the Offeror shall provide any determinations by a court or government agency for violations of federal, state, or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational and Safety and Health Act ("OSHA"), or federal Davis-Bacon and related acts.

Please answer the following questions to complete this requirement:

Have you had any determinations by a court or government agency for violations of federal, state, or local laws including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational and Safety and Health Act ("OSHA"), or federal Davis-Bacon and related acts?

Please check one: Yes _____ No _____

If you answered "yes" to the question above, please list each determination along with the year it occurred below:

EXHIBIT G - TAX DEFICIENCIES

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(10), the Offeror shall provide a statement listing and describing any federal, state, or local tax liens or tax delinquencies owed to any federal, state, or local taxing body in the last 5 years.

Please answer the following questions to provide the statement regarding your tax deficiencies.

Do you have now or have had in the last 5 years any federal, state, or local tax liens or tax delinquencies owed to any federal, state, or local taxing body?

Please check one: Yes _____ No _____

If you answered “yes” to the question above, please list each lien or delinquency, along with the year it occurred, and whether it has been resolved, below:

EXHIBIT H – DRUG PROGRAM

Pursuant to IC 4-13-18-5, the Offeror must submit with the Qualitative Proposal a written plan for a program to test the Offeror's employees for drugs. An Offeror that is subject to a collective bargaining agreement that establishes an employee drug testing program shall only submit a copy of the relevant part of the collective bargaining agreement establishing the program. Failure to submit a written plan for an employee drug testing program, or relevant parts of a collective bargaining agreement establishing an employee drug testing program shall result in the Qualitative Proposal being rejected as non-responsive.

Attach a copy of your drug testing program or the relevant parts of your collective bargaining agreement establishing a drug testing program to this page.

EXHIBIT I - NON-COLLUSION AFFIDAVIT

The Offeror's authorized representative, being first duly sworn, depose(s) and state(s) that the Offeror and its Team members have not directly or indirectly entered into a combination, collusion, undertaking or agreement with any other Offeror or person (i) relative to the price(s) proposed herein or to be bid by another person, or (ii) to prevent any person from submitting a Proposal, or (iii) to induce a person to refrain from submitting a Proposal; and furthermore, this Proposal is made and submitted without reference to any other Price Proposals, bids and without agreement, understanding or combination, either directly or indirectly, with any persons with reference to such Price Proposal or bidding in any way or manner whatsoever.

By: _____
Offeror Authorized Representative's Signature

Title: _____

Date: _____

EXHIBIT J - E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11.1, the Offeror awarded the Design-Build Contract is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Offeror who is awarded the Design-Build Contract is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The individual person(s) executing this Proposal, being first duly sworn, depose(s) and state(s) that the Offeror does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into an agreement for the Courts Project, the undersigned business entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

By: _____
Offeror Authorized Representative's Signature

Title: _____

Date: _____

EXHIBIT K - ELIGIBILITY TO DO BUSINESS

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(1), the Offeror shall submit a copy of a print-out of the Indiana Secretary of State's online records for the Offeror dated within sixty (60) days of the submission showing that the Offeror is in existence, is current with the Secretary of State's Business Entity Reports, and is eligible for a certificate of good standing. This does not apply to Offerors who are individuals, sole proprietors, or partnerships.

EXHIBIT L - APPRENTICESHIP AND TRAINING

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(5), the Offeror shall submit evidence of participation in apprenticeship and training programs, applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization.

EXHIBIT M - LICENSURE

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(8), the Offeror shall submit proof of any appropriate professional or trade licenses held by the Offeror and its management personnel required by law for any trade or specialty area in which the Offeror is seeking a contract award. The Offeror shall also disclose any letters of suspension or revocation issued in the previous five (5) years of any such license held by the company, or of any director, officer, or manager of the Offeror or the applicable Team member.

EXHIBIT N - SURETY

The Offeror must furnish a written statement or letter from a surety company licensed to transact such business in the State of Indiana and qualified as a surety under the underwriting limitations on the current list of "Surety Companies Acceptable on Federal Bonds" as published in U.S. Treasury Department Circular No. 570, which assures the City that, in the event the Design-Build Contract is awarded by the City, said surety will execute and deliver both a Performance Bond and Payment Bond as required by the Contract Documents.

Pursuant to Revised Code of the Consolidated City of Indianapolis and Marion County Sec. 261-408 (a)(9), the Offeror shall submit evidence of utilization of a surety company listed as an approved surety by the United States Department of the Treasury.

EXHIBIT O – FORM OF PAYMENT BOND

Consolidated City of Indianapolis

Instructions:

Successful Offeror must use this form or other form containing the same material conditions and provisions as approved in advance by Owner.

Date of Bond must not be prior to date of Design-Build Contract. If Offeror is a joint venture or partnership, all joint venture members or partners should execute bond.

Surety company executing this bond shall appear on the most current list of “Surety Companies Acceptable on Federal Bonds” as specified in the U.S. Treasury Department Circular 570, as amended, and be authorized to transact business in the State of Indiana.

KNOW ALL MEN BY THESE PRESENTS: that

“Design-Builder”: _____

and

“Surety”: [name] _____
 [Address] _____

a corporation chartered and existing under the laws of the State of _____, and authorized to do business in the State of Indiana,

are held and firmly bound unto the Consolidated City of Indianapolis, Indiana, and its assignees, hereinafter called Owner/Obligee, and any and all Claimants, defined below, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner/Obligee and or Claimant(s) to enforce this instrument, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Design-Builder has entered into a certain Design-Build Contract with the Owner/Obligee, dated as of the _____ day of _____, 20 ____, by which Design-Builder has agreed to perform all Design and Construction Services and furnish all of the Work, as defined in the Design-Build Contract, for or in furtherance of construction of public improvements, which Design-Build Contract, and the “Contract Documents” as referred to therein, are hereby incorporated herein by reference;

NOW, THEREFORE, the conditions of this obligation are such that if the Design-Builder shall promptly make payments of all amounts due to all Claimants, then this obligation shall be void; otherwise to remain in full force and effect. “Claimant” shall mean any Subcontractor performing Design and Construction Services or furnishing Work provided for in such Design-Build Contract.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that:

1. no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. no change, omission, extension of time, alteration or addition to the terms of the Design-Build Contract, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Design-Build Contract or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Design-Build Contract, Contract Documents or to the Work.
3. no final settlement between the Owner/Obligee and the Design-Builder shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. this Payment Bond and Surety shall not be released until one (1) year after the Owner/Obligee's final settlement with the Design-Builder.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

DESIGN-BUILDER: _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]

Exhibit P – Form of Performance Bond – Page 1

Owner/Obligee all outlay and expense which the Owner/Obligee may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that:

1. no defect or irregularity in the contract or in the proceedings preliminary to the letting of the contract will operate to release or discharge Surety.
2. no change, omission, extension of time, alteration or addition to the terms of the Design-Build Contract, Contract Documents or to any Work to be furnished thereunder, and no delay by the Owner/Obligee in enforcement of the Design-Build Contract or this Bond shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Design-Build Contract, Contract Documents or to the Work.
3. no final settlement between the Owner/Obligee and the Design-Builder shall abridge any right of the Owner/Obligee hereunder as to any claim that may remain unsatisfied.
4. this Performance Bond and Surety shall not be released until one (1) year after the Owner /Obligee's final settlement with the Design-Builder.

IN WITNESS WHEREOF, this instrument is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

DESIGN-BUILDER: _____
[name]

By: _____
[signature] [printed name]

ATTEST: _____, Secretary
[signature]

SURETY: _____
[name]

By: _____, Attorney-in-Fact
[signature]

[printed name] [address]

EXHIBIT Q – FORM OF PRICE PROPOSAL

Consolidated City of Indianapolis

Instructions to Offerors:

This form shall be utilized by all Offerors. All parts shall be fully and accurately filled in completed and executed.

Project: Community Justice Campus – Courts Project

Proposal for design/construction of: Courts Project

Date: _____

To: Ms. Jamie Davids-Mayhew
Construction Buyer
City of Indianapolis
Purchasing Division
200 E. Washington Street
Suite 1522
City-County Building
Indianapolis, Indiana 46204

Design-Builder Team: _____

PRICE PROPOSAL

The undersigned Offeror proposes to perform all of the Design and Construction Services referenced, and complete the Work described, in the Design-Build Contract for the Courts Project, for the total lump sum not-to-exceed price of

_____ Dollars (\$_____).

This amount will be inserted in Section 5.01 of the Design-Build Contract subject to The City's rights under the Design-Build Statute. By submitting this Price Proposal, the Offeror agrees that the price contained herein shall be valid for ninety (90) days and such additional time as the parties may confirm in a separate written extension.

By: _____
Offeror Authorized Representative's Signature

Title: _____

Date: _____

EXHIBIT R – PRICE PROPOSAL BREAKDOWN SPREADSHEET

Within three (3) days of being identified as the best value Offeror, the best value Offeror whose Proposal has been selected by the City must submit the below Price Proposal Breakdown Spreadsheet. The City will coordinate receipt of the Price Proposal Breakdown Spreadsheet after Price Proposals are opened and the best value Offeror is selected.

Price Proposal Breakdown Spreadsheet

| | Courthouse |
|--|-------------------|
| | |
| Division 3: CONCRETE | |
| Shallow Foundations | |
| Underslab Fill | |
| Subsoil Vapor Extraction & Mitigation System | |
| Slabs-on-Grade | |
| Structural Concrete | |
| Slabs-on-Metal Deck | |
| Precast Concrete | |
| Division 4: MASONRY | |
| Exterior Façade | |
| Interior CMU Walls | |
| Division 5: METALS | |
| Structural Framing | |
| Mezzanine Stairs/Railings | |
| Stairs/Landings/Railings | |
| Miscellaneous Metals | |
| Division 6: WOODS, PLASTICS AND COMPOSITES | |
| Rough Carpentry | |
| Finish Carpentry | |
| Division 7: THERMAL AND MOISTURE PROTECTION | |
| Waterproofing | |
| Metal Panels | |
| Roofing System | |
| Sprayed-on-Fire Proofing | |
| Joint Sealants | |
| Expansion Joint Assemblies | |
| Division 8: OPENINGS | |
| Doors/Frames/Hardware | |
| Overhead Doors | |
| Specialty Doors | |
| Curtain Wall Systems | |
| Aluminum Entrances and Storefronts | |
| Division 9: FINISHES | |
| Metal Studs and Drywall | |
| Tile | |
| Acoustical Ceilings | |

| | Courthouse |
|--|------------|
| Resilient Flooring and Base | |
| Carpeting | |
| Specialty Flooring | |
| Painting | |
| Specialty Wall Finishes | |
| Division 10: SPECIALTIES | |
| Specialties | |
| Division 11: EQUIPMENT | |
| Façade Access Equipment | |
| Laundry Equipment | |
| Food Services Equipment | |
| Medical Equipment | |
| Dental Equipment | |
| Detention Equipment | |
| Miscellaneous Equipment | |
| Division 12: FURNISHINGS | |
| Casework and Countertops | |
| Window Treatments | |
| Miscellaneous Furnishings | |
| Division 13: SPECIAL CONSTRUCTION | |
| Pre-Fabricated Cells | |
| Miscellaneous | |
| Division 14: CONVEYING SYSTEMS | |
| Elevators | |
| Division 21: FIRE SUPPRESSION | |
| Sprinkler Systems | |
| Division 22: PLUMBING | |
| Plumbing | |
| Division 23: HVAC | |
| HVAC | |
| Building Management System | |
| Division 26: ELECTRICAL | |
| Power and Lighting | |
| Lighting Controls | |
| Light Fixtures | |
| Division 27: COMMUNICATIONS | |
| Tele/Data - Fiber Optical Backbone Cabling | |
| Tele/Data - Copper Horizontal Cabling | |
| AudioVideo Systems | |
| Distributed Antenna System | |
| Division 28: ELECTRONIC SAFETY AND SECURITY | |
| Fire Alarm | |
| Access Control System | |
| Video Surveillance System | |
| PLC Electronic Detention Monitoring and Control System | |
| Intercommunications Systems | |

| | Courthouse |
|--|------------|
| Inmate Tracking, Guard Tower and Duress System | |
| Division 31: EARTHWORK | |
| Deep Foundations | |
| Division 33: UTILITIES | |
| Domestic Water | |
| Chilled Water | |
| Heating Hot Water | |
| Glycol Distribution Loop | |
| Natural Gas | |
| Subtotal Direct Costs: | |

| Direct Costs | |
|---|--|
| Courthouse (from above) | |
| | |
| Indirect Costs | |
| Design | |
| Permitting | |
| Workers Compensation Insurance | |
| Employers Liability Insurance | |
| Commercial General Liability Insurance | |
| Umbrella/Excess Liability Insurance | |
| Automobile Liability Insurance | |
| Pollution Liability Insurance | |
| Professional Liability | |
| Property Insurance | |
| Railroad Protective Liability Insurance | |
| Bonds | |
| Field Staff | |
| General Conditions (Field Office) | |
| General Requirements | |
| Contingency and Fees | |
| Total Base Proposal | |
| | |

EXHIBIT S – ALTERNATE MANUFACTURER SPREADSHEET

Within three (3) days of being identified as the best value Offeror, the best value Offeror whose Proposal has been selected by the City must submit the attached Alternate Manufacturer Spreadsheet attached hereto. The City will coordinate receipt of the Alternate Manufacturer Spreadsheet after Price Proposals are opened and the best value Offeror is selected.



SHIEL SEXTON

Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|--|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 142123.16 Machine Room-Less Electric Traction Passenger Elevators | | | | | |
| Acceptable Manufacturers: Kone, Otis, Schindler, Thyssenkrupp | | | | | |
| Section 221123 Domestic Water Pumps | | | | | |
| Acceptable Manufacturers: Armstrong, Bell & Gossett, TACO | | | | | |
| Section 221124 Domestic Water Packaged Booster Pumps | | | | | |
| Acceptable Manufacturers: Armstrong, Bell & Gossett, SyncroFlo | | | | | |
| Section 221429 Submersible Sump Pumps | | | | | |
| Acceptable Manufacturers: Bell & Gossett, Goulds, Zoeller | | | | | |
| Section 221519 General Service Packaged Air Compressors and Receivers | | | | | |
| Acceptable Manufacturers: Gardner Denver, Ingersoll-Rand, Kaeser, Quincy | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|---|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 223400 Fuel-Fired, Domestic Water Heaters | | | | | |
| Acceptable Manufacturers: AERCO, Intellihot | | | | | |
| Section 224213.13 Commercial Water Closets | | | | | |
| Acceptable Manufacturers: American Standard, Crane, Kohler, Mansfield, Sloan, TOTO, Zurn | | | | | |
| Section 224213.16 Commercial Urinals | | | | | |
| Acceptable Manufacturers: American Standard, Crane, Kohler, Mansfield, Sloan, TOTO, Zurn | | | | | |
| Section 224216.13 Commercial Lavatories | | | | | |
| Acceptable Faucet Manufacturers: American Standard, Bradley, Chicago, Kohler, Moen, Sloan, TOTO, Zurn | | | | | |
| Section 224216.16 Commercial Sinks | | | | | |
| Acceptable Faucet Manufacturers: American Standard, Chicago, Delta, Kohler, Moen, TOTO, Zurn | | | | | |
| Section 224600 Security Plumbing Fixtures | | | | | |
| Acceptable Flush Valve Manufacturers: Delaney, Sloan, Zurn | | | | | |
| Section 224600 Security Plumbing Fixtures | | | | | |
| Acceptable Water Management Manufacturers: Acorn, I-Con, Sloan, Willoughby | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|---|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 226219 Vacuum Equipment for Laboratory and Healthcare Facilities | | | | | |
| Acceptable Manufacturers: Air Techniques, Custom Air, Matrx, Midmark, Sierra Dental | | | | | |
| Section 230923 Direct Digital Control (DDC) System for HVAC | | | | | |
| Acceptable Manufacturers: Automated Logic, Johnson Controls, Trane | | | | | |
| Section 230923.19 Refrigerant Detection and Alarm | | | | | |
| Acceptable Manufacturers: Chillgard, Genesis, Haloguard | | | | | |
| Section 232123 Hydronic Pumps | | | | | |
| Acceptable Manufacturers: TACO, Armstrong, Bell & Gossett, Peerless | | | | | |
| Section 233416 Centrifugal HVAC Fans | | | | | |
| Acceptable Manufacturers: Trane, York, McQuay, Greenheck, Hartzell Fan, JencoFan, Loren Cook, PennBarry | | | | | |
| Section 233423 HVAC Power Ventilators | | | | | |
| Acceptable Manufacturers: Greenheck, Hartzell, JencoFan, Loren Cook, PennBarry | | | | | |
| Section 233600 Air Terminal Units | | | | | |
| Acceptable Manufacturers: Price, Johnson Controls, Trane, Carnes, Carrier, Metalaire, Nailor, Titus | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|--|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 233723 HVAC Gravity Ventilators | | | | | |
| Acceptable Manufacturers: Cook, Greenheck, Kees, JencoFan, PenBarry | | | | | |
| Section 235216 Condensing Boilers | | | | | |
| Acceptable Manufacturers: AERCO, Cleaver brooks, Bryan, Lochinvar | | | | | |
| Section 235523.13 Low-Intensity, Gas Fired, Radiant Heaters | | | | | |
| Acceptable Manufacturers: Roberts Gordon, Re-Verber-Ray, Reznor | | | | | |
| Section 235700 Heat Exchangers for HVAC | | | | | |
| Acceptable Manufacturers: Bell & Gossett, TACO, API | | | | | |
| Section 236323 Air-Cooled Glycol Drycooler | | | | | |
| Acceptable Manufacturers: Liebert, Engineered Air, Marley, Daikin | | | | | |
| Section 236416 Centrifugal Water Chillers | | | | | |
| Acceptable Manufacturers: Trane, Carrier, Daikin, York | | | | | |
| Section 236514.14 Open-Circuit, Induced Draft, Crossflow Cooling Towers | | | | | |
| Acceptable Manufacturers: SPX Cooling Technologies, Baltimore Aircoil, EVAPCO | | | | | |
| Section 237313.17 Outdoor, Custom Air-Handling Units | | | | | |
| Acceptable Manufacturers: Air Enterprice, Carrier Custom, Haakon, Ingenia, Nortek Air, Trane Custom, York Custom | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|--|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 237313.17 Outdoor, Custom Air-Handling Units (VFDs) | | | | | |
| Acceptable Manufacturers: Yaskawa, ABB, Siemens, Eaton, Trane, Johnson Controls | | | | | |
| Section 237416.11 Packaged, Small-Capacity, Rooftop Air-Conditioning Units | | | | | |
| Acceptable Manufacturers: Aeon, Trane, Carrier, Daikin, Johnson Controls/York | | | | | |
| Section 238123.10 Small Capacity, Computer-Room Air-Conditioners | | | | | |
| Acceptable Manufacturers: Liebert, Schneider-Electric, Data-Aire | | | | | |
| Section 238123.13 Large Capacity, Computer-Room Air-Conditioners | | | | | |
| Acceptable Manufacturers: Liebert, Schneider-Electric, Data-Aire | | | | | |
| Section 238219 Fan Coil Units | | | | | |
| Acceptable Manufacturers: Price, Envirotech, Trane, Carrier, International, Johnson Controls/York, Kreuger | | | | | |
| Section 238239.16 Propeller Unit Heaters | | | | | |
| Acceptable Manufacturers: Modine, Trane Sterling, Qmark | | | | | |
| Section 260923 Lighting Control Devices | | | | | |
| Acceptable Manufacturers: Allen-Bradley, ASCO, Eaton, GE, Square D, Acuity, Hubbell | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|--|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 260943.23 Relay-Based Lighting Controls | | | | | |
| Acceptable Manufacturers: Acuity, Hubbell, Cooper/Eaton | | | | | |
| Section 261116.12 Secondary Unit Substations with Switchboards | | | | | |
| Acceptable Manufacturers: Eaton, GE, Siemens, Schneider, Russelectric | | | | | |
| Section 262413 Switchboards | | | | | |
| Acceptable Manufacturers: Eaton, GE, Siemens, Square D | | | | | |
| Section 262416 Panelboards | | | | | |
| Acceptable Manufacturers: Eaton, GE, Siemens, Square D | | | | | |
| Section 262813 Fuses | | | | | |
| Acceptable Manufacturers: Bussman, Edison, Ferraz Shawmut, Littlefuse | | | | | |
| Section 262816 Enclosed Switches and Circuit Breakers | | | | | |
| Acceptable Manufacturers: ABB, Eaton, GE, Siemens, Square D | | | | | |
| Section 262913.03 Manual and Magnetic Motor Controllers | | | | | |
| Acceptable Manufacturers: Eaton, GE, Rockwell, Siemens, Square D | | | | | |
| Section 262923 Variable-Frequency Motor Controllers | | | | | |
| Acceptable Manufacturers: Rockwell, ABB, Danfoss, Eaton, GE, Siemens, Square D, Trane, Toshiba | | | | | |
| Section 263213.13 Diesel Emergency Engine Generators | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|--|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Acceptable Manufacturers: Caterpillar, Cummins, Generac Power, Kohler, MTU Onsite, IAC- Taylor | | | | | |
| Section 263213.16 Gaseous Emergency Engine Generators | | | | | |
| Acceptable Manufacturers: Caterpillar, Cummins, Generac Power, Kohler, MTU Onsite | | | | | |
| Section 263353 Static Uninterruptible Power Supply | | | | | |
| Acceptable Manufacturers: Mitsubishi, Galaxy, Liebert, Controlled Power Co. | | | | | |
| Section 263600 Transfewr Switches | | | | | |
| Acceptable Manufacturers: ASCO, Russelectric | | | | | |
| Section 264113 Lightning Protection for Structures | | | | | |
| Acceptable Manufacturers: East Coast, ERICO, Heary Bros, Independent, Preferred, Robbins, Thompson | | | | | |
| Section 264313 Surge Protection for Low Voltage Electrical Power Circuits | | | | | |
| Acceptable Manufacturers: Mitsubishi, Current Technology | | | | | |
| Section 265100 Interior Lighting | | | | | |
| Acceptable Manufacturers: Per Lighting Fixture Schedule | | | | | |
| Section 265119 LED Interior Lighting | | | | | |
| Acceptable Manufacturers: Per Lighting Fixture Schedule | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|--|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 265600 Exterior Lighting Acceptable Manufacturers: Per Lighting Fixture Schedule | | | | | |
| Section 280500- Common Work Results for Electronic Safety and Security | | | | | |
| Video Graphical User Interface | | | | | |
| VoIP Audio Intercommunications Systems | | | | | |
| IP based Video Surveillance System and Video Management System | | | | | |
| Integrated Inmate Tracking/Officer Duress/Guard Tour System | | | | | |
| Integrated Door and Utility Control/Alarm Monitoring System | | | | | |
| Proximity Based Access Control System | | | | | |
| Integrated Site Emergency Call Stanchions with Intercom and Camera | | | | | |
| Section 281300- Access Control for Electronic Safety and Security Acceptable Manufacturers: Lenel, Software House, Hirsch Identiv | | | | | |
| Section 282300- Video Surveillance for Electronic Safety and Security Acceptable Manufacturers: Pelco, Bosch, Axis, Avigilon | | | | | |
| Section 283111 - Digital, Addressable Fire-Alarm System Acceptable Manufacturers: Simplex, Honeywell, Siemens, United Technologies | | | | | |



Community Justice Campus

Indianapolis - Marion County, Indiana

MANUFACTURER ALTERNATES

| SYSTEM | Base Bid Manufacturer | Alternate Manufacturer | Price Variation to Base Bid | Alternate Manufacturer | Price Variation to Base Bid |
|--|--------------------------|---------------------------|--------------------------------------|---------------------------|--------------------------------------|
| Section 284619- PLC Electronic Detention Monitoring and Control Systems | | | | | |
| Acceptable Integraters: Security, CML Security, Cornerstone Electronics, Security Automation Systems, Accurate Controls | | | | | |
| Section 285123- Intercommunications for Electronic Safety and Security | | | | | |
| Acceptable Manufacturers: Harding Instruments, Zenitel, Commend | | | | | |
| Section 285133-Integrated Inmate Tracking, Guard Tour and Staff Duress | | | | | |
| Acceptable Manufacturers: Timekeeping Management Systems | | | | | |
| Security Electronics Manufacturers: INTEGRATORS | | | | | |
| Accurate Controls | | | | | |
| Cornerstone Electronics | | | | | |
| Security Automation Systems | | | | | |
| CML Security | | | | | |

EXHIBIT T – INSURANCE

Offerors must base their Price Proposals on the insurance requirements in the Design-Build Contract. Price Proposals must include the Cost of Coverages. The “Cost of Coverages” is defined as the amount of DESIGN-BUILDER’s and its Subcontractors’ insurance costs that each would incur for Work on the Courts Project as though the OCIP was not implemented. These Costs must include insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of a self-funded program, self-insured retention, and a deductible program. DESIGN-BUILDER must include the Cost of Coverages for all Subcontractors in addition to the DESIGN-BUILDER’S own Cost of Coverages.

Notwithstanding the above, this is notice that The City may elect to implement an Owner Controlled Insurance Program (OCIP) for the Courts Project that will provide insurance coverages as specified below and in an OCIP Insurance Manual. If The City elects to implement an OCIP, the provisions below will replace this Exhibit T of the Design-Build Contract and a deductive Change Order will be issued.

1. The City elects to implement an Owner Controlled Insurance Program (OCIP) for the Project that will provide coverages as specified below. The City agrees to pay all premiums for the OCIP, subject to adjustment of the contract price as specified below, unless otherwise stated in the Contract Documents. The OCIP will be administered by NFP Property & Casualty Services, Inc. or any replacement selected by The City (the “OCIP Administrator”). Additional details, procedures and forms governing the OCIP are contained in the OCIP insurance manual, which shall be included in the Contract Documents or otherwise provided to Eligible Parties (the “OCIP Insurance Manual”). The terms and conditions of the OCIP Insurance Manual are incorporated herein by reference, and it is the obligation of each Eligible Party to assure itself that it has a copy of the OCIP Insurance Manual. Defined terms not otherwise defined herein shall have the meaning given in the Design-Build Contract and/or the OCIP Insurance Manual. Participation in the OCIP is mandatory for Eligible Parties, but not automatic.
2. Definitions.
 - a. "Eligible Party(ies)" includes the Design-Build Team, all Subcontractors and sub-subcontractors of every tier (and their respective subcontractors of any level) who have employees performing Work on the Site, or who subcontract work to be performed on the Site, including temporary labor services, leasing companies and fabricators whose completed work becomes a permanent part of the Project, except to the extent The City or the OCIP Administrator declares any of the foregoing to be Ineligible Parties. Eligible Parties include such other persons or entities as The City may designate in writing as Eligible Parties. Unless expressly stated to the contrary in Contract Documents, the terms and provisions of this Exhibit T are to be binding upon the Eligible Parties' Subcontractors and sub-subcontractors of every level, and each Eligible party shall require its subcontractors of every level to comply with the provisions of this Contract.

- b. “Enrolled Parties” include (i) Eligible Parties that properly and accurately submit all necessary enrollment forms and are enrolled into the OCIP as evidenced by a Welcome Letter and Certificate of Insurance from the OCIP Administrator, (ii) The City, (iii) The City’s Indemnitees, and (iv) the Owner’s Representative’s.
 - c. “Excluded Parties” includes (i) entities performing hazardous materials remediation, removal and/or transportation companies and their consultants, (ii) subcontractors performing structural demolition, (iii) architects, engineers, and soil testing engineers, and their consultants, (iv) vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who transport, pickup, deliver, or carry materials, personnel, parts, or equipment or any other items or persons to or from the Site, (v) subcontractors who do not perform any actual Work on the Project Site, (vi) Eligible Parties that are not Enrolled Parties and (vii) The City may exclude any parties or entities not specifically identified herein at its sole discretion even if otherwise eligible.
- 3. The Site does not include operations at the insured's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property away from the Site even if such operations are for fabrications of materials to be used at the actual Site or training of apprentices.
- 4. Unless otherwise directed by The City, Excluded Parties and Eligible Parties that are not Enrolled Parties are required to maintain their own insurance and minimum coverage types and minimum limits as set forth in this Exhibit T and elsewhere in the Contract Documents. Ineligible Parties and Eligible Parties that are not Enrolled Parties shall promptly furnish The City, or the OCIP Administrator, certificates of insurance giving evidence that all required insurance is in force. Each Ineligible Party and Eligible Party that is not an Enrolled Party must include The City, Owner’s Representatives, Design Criteria Developer, Indianapolis-Marion County Building Authority, Citizens Gas & Coke Utility Co., Citizens Energy Group as additional insureds on such Ineligible Party’s or Eligible Party’s Automobile Liability, Commercial General Liability, Umbrella Liability, Pollution Liability (if required), Railroad Liability, and Aircraft Liability (if required) policies and substantiate such naming with evidence reasonably acceptable to The City.
- 5. Subject to availability in the insurance marketplace, The City agrees, to insure the Courts Project under an OCIP as described herein. Coverage shall be provided for all Work that occurs at the Site and shall not cover operations away from the Site. The OCIP coverage will include The City as named insured. In addition, the following entities will be named as additional insureds: The City, Owner’s Representatives, Design Criteria Developer, Indianapolis-Marion County Building Authority, Citizens Gas & Coke Utility Co., Citizens Energy Group, and any additional representatives identified by The City or Owner’s Representatives (the “City Additional Insureds”).
- 6. The OCIP is intended to provide the coverages and limits set forth in this Exhibit T, the OCIP is not intended to meet all the insurance needs of each Eligible Party or Enrolled Party. In addition to any insurance provided by the City, each Eligible Party is

responsible for providing certain insurance as specified below and such additional insurance as the Eligible Party deems appropriate at its cost. Eligible Parties and their respective Subcontractors of all tiers should discuss the OCIP with their respective insurance agents or consultants to assure that other proper coverages are maintained. The OCIP will not apply with respect to any Excluded Parties or to any Eligible Party that is not an Enrolled Party.

7. The City assumes no obligation to provide insurance other than that specified as being The City's responsibility in this Design-Build Contract. Nothing contained herein will be deemed to place any responsibility on The City for ensuring that the insurance provided by the OCIP is sufficient for the conduct of any Enrolled Party's business or performance of the Work. The furnishing of insurance by The City through the OCIP will in no way relieve or limit, or be construed to relieve or limit, any Enrolled Party of any responsibility, liability, or obligation imposed by the Design-Build Contract, any Subcontract, or by law, including without limitation, any indemnification obligations which any Enrolled Party has to The City.
8. If The City, for any reason, is unable to furnish coverage under the OCIP, or elects to discontinue the OCIP or modify the OCIP Coverages or limits of liability provided in the OCIP (which The City in The City's sole discretion has the right to do), or requests that an Enrolled Party withdraw from the OCIP (which The City in The City's sole discretion has the right to do), then, upon thirty (30) days' written notice from The City, the Enrolled Party or Parties specified by The City in such notice, shall obtain and thereafter maintain during the performance of the Work and for such time as is specified for insurance to be maintained by Excluded Parties, all (or a portion thereof as specified by City) of the insurance required to be provided by Excluded Parties and as otherwise required under the Design-Build Contract. The City will thereafter no longer be obligated to furnish all or any part of such insurance through the OCIP. The form, content, limits of liability and cost of such insurance and the insurer issuing the insurance policies secured by the Enrolled Parties pursuant to the provisions of this Exhibit T will be subject to The City's approval, which approval will not be unreasonably delayed or withheld. If the costs of such insurance have been deducted from the Contract Price, DESIGN-BUILDER will be reimbursed for the reasonable cost of such insurance, prorated based on the percentage of Work of such Enrolled Party complete at time of cancellation or modification of coverage under the OCIP or withdrawal of such Enrolled Party.
9. The following coverages and limits are included under the OCIP ("OCIP Coverages"):
 - a. Workers Compensation Insurance

Statutory Limits

Coverage is to be provided for DESIGN-BUILDER and Subcontractors of every tier who are enrolled in the OCIP and who provide on-site labor as defined in the policy. Off-site labor will be covered by DESIGN-BUILDER'S and Subcontractors' off site, or master insurance policies.
 - b. Employers Liability Insurance

\$1,000,000 Bodily Injury by Accident, Each Accident

\$1,000,000 Bodily Injury by Disease, Each Employee

\$1,000,000 Bodily Injury by Disease, Policy Limit

The foregoing are minimum limits, if higher limits or unlimited coverage is required by statute, the statutory amounts shall be provided. Coverage is to be provided for DESIGN-BUILDER and Subcontractors of every tier who are enrolled in the OCIP and who provide on-site labor. Off-site labor will be covered by DESIGN-BUILDER'S and Subcontractors' off site, or master insurance policies.

c. Commercial General Liability Insurance

\$2,000,000 Each Occurrence

\$4,000,000 Annual General Aggregate

\$4,000,000 Products/Completed Operations Aggregate

Extended Completed Operations coverage for the Project is to be provided for all Enrolled Parties for a period of ten (10) years or for the duration of the applicable statute of repose, whichever is the lesser. The General Aggregate limit applies on a per project basis. Defense costs and loss adjustment expenses are to be unlimited and outside of policy limits.

Coverage is to be provided for The City, DESIGN-BUILDER and Subcontractors of every tier for any incidents that occur at the Site. Off-Site labor will be covered by DESIGN-BUILDER'S and Subcontractors' off-Site, or master insurance policies.

d. Umbrella/Excess Liability Insurance

\$25,000,000 Each Occurrence

\$25,000,000 Annual General Aggregate

\$25,000,000 Products/Completed Operations Aggregate

Extended Completed Operations coverage for the Project is to be provided for all Enrolled Parties for a period of ten (10) years or for the duration of the applicable statute of repose, whichever is the lesser. The General Aggregate limit applies on a per project basis. Defense costs and loss adjustment expenses are to be unlimited and outside of policy limits.

Coverage is to be provided for The City, DESIGN-BUILDER and Subcontractors of every tier for any incidents that occur at the Site. Off-

Site labor will be covered by DESIGN-BUILDER'S and Subcontractors' off-Site, or master insurance policies.

Coverage under the Commercial General Liability and Excess Liability policies will be provided on a primary and non-contributory basis with respect to any insurance maintained by The City and the City Additional Insureds.

- e. Pollution Liability. The City will provide coverage for environmental incidents that do not arise out of DESIGN-BUILDER'S or its Subcontractors Work.
- 10. Unless specifically approved by The City in writing, the OCIP will cover only those operations of the Enrolled Parties performed in connection with the Work at the Site.
- 11. Coverage provided under the OCIP is primary insurance and non-contributing with respect to any other insurance carried by the Enrolled Parties.
- 12. Deductibles. As a condition of the Enrolled Party tendering a claim under the Commercial General Liability or Builder's Risk policies provided for by The City in the OCIP, the Enrolled Party shall be responsible for any applicable deductible or self-insured retention. In addition, each Enrolled Party shall be responsible for any deductible or self-insured retention to the extent any claim under the policies provided for by the City in the OCIP is caused by the negligence, breach, or other wrongdoing of such Enrolled Party.
- 13. The City's Obligations. The City shall pay all premiums for the OCIP coverages, and shall be responsible for paying all deductibles within the OCIP unless Paragraph 14 applies. The City will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due or otherwise. DESIGN-BUILDER hereby assigns to The City the right to receive all such adjustments. The City, together with the OCIP Administrator will administer the OCIP program.
- 14. DESIGN-BUILDER'S Obligations. DESIGN-BUILDER shall incorporate the terms of this Design-Build Contract into all Subcontracts. Additionally, DESIGN-BUILDER must:
 - a. Enroll in the OCIP within five (5) days of execution of the Design-Build Contract and maintain Enrollment in the OCIP for the duration of the Design-Build Contract, and assure that each of DESIGN-BUILDER'S Eligible Subcontractors of every tier enroll in the OCIP, and maintain enrollment in the OCIP for the duration of their respective Subcontract within five (5) days of subcontracting and prior to the commencement of Work at the Site.
 - b. Comply with all of the administrative, safety, insurance, and other requirements required by law or outlined in the OCIP Insurance Manual, the OCIP insurance policies, or elsewhere in the Contract Documents or Design Criteria Package.

- c. Provide to each of its Subcontractors of every tier a copy of the OCIP Insurance Manual, and ensure each such Subcontractor's compliance with the provisions of the OCIP insurance policies, the OCIP Insurance Manual, the Contract Documents, and the Design Criteria Package.
- d. Acknowledge, and require all of its Subcontractors of every tier to acknowledge, in writing, that The City and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP Insurer"), that neither The City nor the OCIP Administrator are responsible for any claims or disputes between or among DESIGN-BUILDER, its Subcontractors of any tier, and any OCIP Insurer(s), and that neither The City nor OCIP Administrator guarantees the solvency or the availability of limits of any OCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverages that DESIGN-BUILDER or its Subcontractors of any tier require for its or their own protection, or that is required by applicable laws or regulations or the Design-Build Contract, shall be DESIGN-BUILDER'S or its Subcontractors' sole responsibility and expense, and shall not be billed to The City.
- e. Cooperate fully with The City, the OCIP Administrator and the OCIP Insurers, as applicable, in the administration of the OCIP.
- f. Provide, within five (5) days of The City's or the OCIP Administrator's request, all documents or information requested of DESIGN-BUILDER or its Subcontractors relating to eligibility for, enrollment in, or administration of the OCIP. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, including auditable records of the calculation of the Contract Price or any Subcontract amount, pricing for each cost included in the Price Proposal or Contract Price or any Subcontract amount, or such other data or information as the City, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP. All such records shall be maintained through the term of the Design-Build Contract and for a period of one (1) year after Final Completion of all Work.
- g. Permit The City and the OCIP Administrator to audit and copy each Enrolled Party's books and records, and provide documentation as may be required, to ensure the accuracy of payroll reports, costs of OCIP Coverages, and other books and records. The Enrolled Parties agree that their failure to submit any required documents may result in withholding progress payments until all required payroll reports and other books and records are received by The City and the OCIP Administrator.

- h. Comply, and require all of its Subcontractors to comply, with the OCIP Administrator's instructions for electronically enrolling in the OCIP and electronically reporting payroll.
 - i. Pay any fines and penalties assessed against DESIGN-BUILDER or any Subcontractor by any governmental authority as the result of late enrollment or failure to enroll in the OCIP, and reimburse the City for any fines and penalties assessed against The City as a result of such late enrollment or failure to enroll.
 - j. DESIGN-BUILDER hereby waives all rights of subrogation and recovery against The City and each City Additional Insured to the extent of any loss or damage which is insured under the OCIP, including within any deductibles on the General Liability and Workers' Compensation coverages. Notwithstanding the foregoing and not by way of limitation of the same, each Subcontractor shall similarly waive their rights of subrogation and recovery in each of their respective Subcontracts with respect to their work to the extent of any loss or damage that is insured under the OCIP.
15. Additional Insurance Required of DESIGN-BUILDER. Enrolled Parties and Excluded Parties shall provide Automobile Liability, Pollution Liability, Professional Liability, Property Insurance, and Railroad Protective Liability, as set out below, for Work both on-Site and off-Site related to the Project. Enrolled Parties and Excluded Parties shall provide all of the coverages listed below for off-Site work in anyway relating to the Project. Excluded Parties and Subcontractors not participating in the OCIP must provide all of the coverages listed below for both on-Site and off-Site Work.
- a. Workers Compensation Insurance.
 - Statutory Limits
 - Waivers of subrogation shall apply in favor of The City and The City Additional Insureds (and, on the Subcontractors' policies, the DESIGN-BUILDER).
 - b. Employers Liability Insurance.
 - \$1,000,000 Bodily Injury by Accident, Each Accident
 - \$1,000,000 Bodily Injury by Disease, Each Employee
 - \$1,000,000 Bodily Injury by Disease, Policy Limit
 - The foregoing are minimum limits, if higher limits or unlimited coverage is required by statute the statutory amounts shall be provided.
 - c. Commercial General Liability Insurance.
 - \$5,000,000 per Occurrence

\$5,000,000 General Aggregate dedicated per project

\$5,000,000 Products/Completed Operations Aggregate

Limits may be provided by using a combination of primary and excess liability policies. Such insurance shall include The City and City Additional Insureds as additional insureds on a primary and non-contributory basis using form CG 20 10 11 85 or its equivalent. A waiver of subrogation will apply in favor of The City and City Additional Insureds. Coverage shall include but not be limited to the following: (a) Contractual Liability; (b) Broad Form Property Damage Liability Insurance; (c) Independent Contractors; (d) Such policy shall include all of the coverages which may be included in coverages (a), (b) and (c) contained in the Commercial General Liability Policy, without deletion. Such policy must be issued upon an "occurrence" basis, as distinguished from a "claims made" basis; and (e) Products and Completed Operations Coverage

- d. Auto Liability Insurance. DESIGN-BUILDER and Subcontractors will provide and maintain coverage for DESIGN-BUILDER'S and Subcontractors', (as the case may be) vehicles, whether owned, leased or hired. Limits of liability shall be not less than:

DESIGN-BUILDER: \$5,000,000 per Occurrence (combined single limit)

Subcontractors: \$2,000,000 per Occurrence (combined single limit)

These limits may be achieved through a combination of primary and excess insurance. Such insurance shall include The City and the City Additional Insureds as additional insureds.

- e. Pollution Liability. DESIGN-BUILDER will provide coverage for environmental incidents that arise out of its Work, with limits of no less than \$10,000,000 per claim and in the aggregate. Such policy shall remain in effect for three years after completion of the Work on a claims-made basis. Coverage will include The City and the City Additional Insureds as additional insureds.
- f. Professional Liability. DESIGN-BUILDER shall purchase and maintain coverage to insure against claims that may arise out of its errors and omissions in the execution of this Design-Build Contract, with limits of no less than \$5,000,000 per claim and in the aggregate. Such policy shall remain in effect for three years after completion of the Work on a claims-made basis.
- g. Property Insurance. DESIGN-BUILDER and each Subcontractor shall secure, pay for and maintain whatever fire and extended coverage it may deem necessary for protection against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, staging,

sheds, trailers, vehicles, towers and forms owned or rented by it. The City shall have no liability with respect to such equipment and tools. Failure of the DESIGN-BUILDER or any Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate The City or any of its agents and employees for any losses on such owned or rented equipment or tools. If DESIGN-BUILDER or any Subcontractor secures such insurance, the insurance policy shall include a waiver of subrogation wherein the insurance company agrees that in no event shall they have any right of recovery against The City or any of its agents or employees for any losses on such owned or rented equipment.

- h. Railroad Protective Liability. DESIGN-BUILDER and each Subcontractor shall secure, pay for and maintain Railroad Protective Liability insurance in the name of the relevant railroad in connection with all work across, under or adjacent to railroad tracks or right-of-way. DESIGN-BUILDER and each Subcontractor shall contact the railroad and be responsible for determining what coverages and limits are required and shall be responsible for purchasing and paying for such insurance.
- 16. DESIGN-BUILDER shall pay any applicable deductible or self-insured retention, and all insurance premiums for any insurance required under this Section 15, including any charges for required waivers of subrogation or the endorsement of additional insureds.
 - 17. Certificates of Insurance. Certificates of insurance from DESIGN-BUILDER shall be provided to The City and the OCIP Administrator within ten (10) days of signing the Design-Build Contract. Certificates of insurance from each Subcontractor shall be provided to The City and the OCIP Administrator within ten (10) days after award of the Subcontract and prior to commencement of the Subcontractor's work.
 - 18. Continuing Coverage. All insurance required under this Section 15 shall be maintained without interruption from the date of commencement of the Work until the date of the final payment, except if a longer period is provided. DESIGN-BUILDER, to the extent possible with commercially reasonable due diligence, shall monitor to ensure that no required coverage outside of the OCIP is cancelled or materially changed without at least thirty (30) days' prior written notice to The City. DESIGN-BUILDER agrees to provide written notice to The City of any cancellation or material change in DESIGN-BUILDER'S policies of insurance within five (5) business days of receiving such notice from any insurance carrier.
 - 19. All insurance described in this Section 15 shall be written by an insurance company or companies reasonably satisfactory to The City and are authorized to do business in Indiana and holding an AM Best rating of no less than A-, VIII.
 - 20. Upon written request from The City, DESIGN-BUILDER will provide copies of insurance policies (exclusive of premiums or other program factors) required by this Section 15.
 - 21. Builder's Risk Insurance. The City, at its own expense, shall provide "All Risk" Builders Risk insurance on a replacement cost basis for full project value subject to policy

exclusions, insuring the Project against all standard perils, including and not limited to earthquake, flood, damages for delay, theft, and insuring all materials, supplies, equipment, machinery, and other property of any nature to be included as a permanent part of the Project, but shall exclude coverage for owned, rented or leased construction tools, equipment, sheds, trailers, vehicles, cranes or other property to be used by DESIGN-BUILDER, any Subcontractor or supplier of any tier to perform the Work, or brought to the Site, or any other property that will not be incorporated into the completed Work. Such coverage shall be extended to cover all materials, supplies, equipment and machinery to be incorporated into the Work and stored on site or. This insurance shall name the DESIGN-BUILDER as loss payees as their interest may appear and a waiver of subrogation shall apply in favor of the DESIGN-BUILDER.

EXHIBIT U – ALTERNATIVE TECHNICAL CONCEPTS

Offeror may propose initial Alternative Technical Concepts on the deadline shown in the RFP the secure uplink referenced in the RFP for delivery of Qualitative Proposals.

Alternative Technical Concepts should not reduce or change The City's Program unless the Offeror consents to the Alternative Technical Concept being made available to the other Offeror via addendum to the RFP. If the Offeror considers an Alternative Technical Concept to be proprietary and confidential, it should be labeled accordingly in accordance with Section 7.4 of the RFP. The City will make its own independent determination regarding whether the information is proprietary without modifying the Program, and if it disagrees with the Offeror's position, it will return the Alternative Technical Concept to the Offeror without making it available to the other Offeror via addendum or considering it as part of any Qualitative Proposal.

The City reserves the right to accept or reject any and all proposed Alternative Technical Concepts. If an Alternative Technical Concept is accepted, it will be scored by the TRC as part of the points allotted to the Offeror's Design and Enhancements. If an Alternative Technical Concept is rejected, it will be returned to the Offeror and not considered as part of the TRC scoring process. If an Alternative Technical Concept is not labeled confidential as proprietary, and it is accepted, The City may issue an addendum reflecting the Alternative Technical Concept as part of amended RFP Documents.

EXHIBIT V – FOUNDATIONS

Offerors will be required to submit foundation designs as part of their Qualitative Proposals. Offerors are directed to the following information in the RFP Documents as criteria requirements for the foundation design:

1. The “Design Criteria Narrative Structural” prepared by DLZ in Volume 7 of the Performance Specifications;
2. Information listed under the headings for “Soil Information” and “Soils and Foundation” on Sheet CJ3.S001 of the Criteria Drawings;
3. The Plan Notes on sheet CJ3.S200 of the Criteria Drawings;
4. The Workplan prepared by Earth Exploration Inc./Terracon Consultants, Inc., attached to this Exhibit V. The work generated from this Workplan will be shared with Offerors via addendum to the RFP in late July or early August, 2018;
5. Reference Information Documents, including the bid documents for the site enabling and site preparation projects and GHD’s geotechnical report; and
6. Sections 7 and 13 of the Design-Build Contract.

As noted in Section 13.05 of the Design-Build Contract, Offerors should understand that the Site is located atop a “shallow” aquifer that according to Citizens and IDEM has been impacted by Citizens’ historic manufactured gas plant (MGP) operations at the Site. A clay aquitard separates this shallow aquifer from the underlying “deep” aquifer, which does not appear to have been impacted by Citizens’ historic MGP operations. Offerors should become familiar with the environmental conditions at the Site including the presence of MGP-related residual contamination present in the soil and the groundwater. Design and construction of the foundation system must include the precautionary and contingency measures necessary to minimize the potential for MGP-related contamination present in the soil and groundwater near ground surface from being transported downwards into uncontaminated isolated aquifers present at deeper depths.

Offerors should also be aware that during construction, soil and groundwater contaminated with MGP-related residuals may be encountered and these medial must be managed consistent with the Soil Management Plan (SMP) that is included as Appendix S of the Remediation Work Plan, which is included as one of the Reference Information Documents provided with this RFP. Offerors should also be aware of and comply with the site worker safety and health requirements described in the SMP.

Drilling Work Plan

Supplemental Geotechnical Engineering

Community Justice Center

Indianapolis, Indiana

Terracon Project No. CJ185309

Prepared for:

Shiel Sexton

902 N. Capitol

Indianapolis, Indiana

Prepared by:

Earth Exploration Inc./Terracon Consultants, Inc.

7770 West New York Street




Indianapolis, Indiana

Exhibit V – Foundations- Page 2

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Contents

| | |
|---|---|
| Introduction | 3 |
| Scope of Work | 3 |
| Drilling Methods | 4 |
| Site Preparation/ Utility Coordination..... | 5 |
| Sampling Methods | 5 |
| Drilling-Derived Waste | 5 |
| Equipment Decontamination | 6 |
| Record Keeping | 6 |
| Health and Safety | 7 |
| Figures..... | 8 |

Figures

Figure 1 - Project Location Map

Figure 2 - Exploratory Location Plan (Detention Center and Sheriff's Office)

Figure 3 - Exploratory Location Plan (Court's Building)

Introduction

A supplemental geotechnical investigation is required to obtain information regarding subsurface soil conditions and recommendations for several structures planned for the Community Justice Center located at 2950 Prospect Street in Indianapolis. This site is a former Coke and Gas Plant owned by Citizen's Energy Group. Earth Exploration Inc. (EEI) was selected by the City of Indianapolis to provide the supplemental geotechnical investigation service.

Scope of Work

The scope of work includes field investigation, soil and rock sampling, laboratory testing, and geotechnical engineering report preparation to explore subsurface conditions, soil/rock stratigraphy and engineering material properties, and foundation alternative evaluation in support for the bidding process for the construction of the three structures, namely the Courthouse Building Tower, Adult Detention Center (ADC), and Sheriff's Building.

The following proposed scope of work for the fieldwork program is summarized below:

1. Public utility coordination and obtaining required clearances and permits for the exploratory activities. EEI will arrange a private locate service and have the vicinity of each boring surveyed prior to commencement of drilling work.
2. Soil boring coordinates will be surveyed using a handheld GPS system and included in boring logs.
3. Up to 40 borings as shown on Figures 2 and 3 (Exploratory Location Plan) will be advanced. Including:
 - a) Up to eight borings to a depth of 105 ft (assuming 85 ft soil boring and 20 ft of rock coring),
 - b) Up to thirty-two borings to a depth of 70 ft. In addition,
 - c) Up to four pressuremeter tests (PMT) at locations of which will be determined in the field after identification of preliminary soil stratigraphy that is representative of the general site conditions. PMT tests will be performed at 5-ft intervals from 10 ft to 40 ft.
4. To eliminate and/or minimize the potential for cross-contamination of upper and lower sand units, all borings will be cased using Schedule 40 PVC casing. The casing length will vary based on the stratigraphy observed at each location. Drilling methods are described in the Drilling Methods section below and specific information such as auger diameters and casings to be used are also provided.
5. Collect split-spoon samples in each borehole at 2½-ft intervals to 40 ft depth and 5-ft intervals thereafter using Standard Penetration Test procedures (outlined by the American Society for Testing and Materials [ASTM] D 1586).
6. Fifteen Shelby tube samples will be collected using 3-inch diameter thin walled tubes in accordance with ASTM D1587.
7. Geotechnical field engineers and/or geologists will log borings on-site and perform pressuremeter tests.
8. Boreholes will be backfilled with a high-solids bentonite grout slurry upon completion.
9. Rock cores will be drilled using N-sized equipment. Core samples will be collected in 10-ft continuous runs.

Performing a laboratory testing program including visual soil classification (ASTM D 2488), natural moisture content (ASTM D 2216), Atterberg limits determinations (ASTM D 4318), unconfined compressive strength (ASTM D 2166), and hand penetrometer readings on cohesive-type soils, UU triaxial tests (ASTM D 2850), and consolidation tests (ASTM D2435/D2435M). The drilling program will include the following number of geotechnical laboratory analyses:

- a) Approximately 1,000 Visual Classifications
- b) 800 Moisture Content tests
- c) 30 Atterberg Limit Determinations
- d) 30 Grain Size Analyses
- e) 80 Soil Unconfined Compression Tests
- f) 8 Rock Unconfined Compression tests
- g) 22 Unit Weight Determinations
- h) 7 (UU) Triaxial tests
- i) 7 Consolidation Tests

The soil samples will be visually described in the field using the Unified Soil Classification System (USCS).

Drilling Methods

Our methodology will be as follows:

1. A drill rig using 3¼-in. I.D. (7-in. O.D.) hollow stem augers will advance each boring (while soil sampling) until the casing length is determined. The augers will be advanced no more than 2 ft into the intermediate clay beneath the upper saturated granular soils, if encountered. Once the casing length is determined, the augers are pulled out and the rig will move to the next boring location.
2. Next, a second drill rig will re-advance each boring with 6¼-in. I.D. (10-in. O.D.) hollow stem augers through the previously drilled (with 3¼-in. I.D.) hole to the pre-determined casing depth. Then, the borehole will be partially filled with cement-bentonite grout. A 4-in I.D. Schedule 40 PVC casing will be lowered into the 6¼-in. I.D. hollow stem. The annular space between the casing and the 6¼-in. I.D. hollow stem and the grout head will be maintained while the 6¼-in. I.D. hollow stem is pulled out of the ground. Upon completion, the cement-bentonite grout will be topped off to the surface. The casing will then be topped off with potable water and the water level noted. The grout will set for minimum of 24 hours.
3. After the grout is set, the water tightness of the casing will be tested by observing the water level in the casing. If the water level in the casing drops more than 2 inches during the 24 hour test, the hole will be abandoned by grouting to the surface with cement-bentonite grout and the drilling procedure will start from the Step #1 described above.
4. All drilling and sampling equipment (augers, rods, cores, sampling tools etc.) will be decontaminated between boreholes.

In the event non-aqueous phase liquid (NAPL) is encountered in a borehole, the boring will be terminated immediately and grouted to the surface using cement-bentonite grout. No boring will be allowed to proceed through a NAPL layer.

Steps 1 and 2 will be repeated until all of the casings are installed. When all casings are installed and tested, equipment (drill rigs, drilling equipment, and sampling equipment) will be decontaminated prior to starting drilling at depths below casing lengths. The drilling methods below the casings will be as follows:

1. Drilling below casing depths will be performed with wet rotary drilling technique using a 3-in. or 4-in. roller bit. Split spoon samples (or Shelby tube samples, when needed) will be obtained at the desired intervals for standard penetration test and visual classifications.
2. Any drilling fluids will be containerized. Water will be placed in a temporary tank and pumped into a water storage tank staged on site by HIS. Drilling fluids will be drummed and labeled with the date/contents and staged at a location that will be determined by Shiel Sexton's on-site supervisor.
3. Rock coring will be performed using N-sized equipment. And cores will be placed in waxed core boxes.
4. Upon reaching the target depth, the borings will be tremie-grouted using a high-solids bentonite grout slurry to displace the drilling fluid present in the borehole. The drilling fluid will be collected at the surface, containerized and staged as described in Item #2 above. Characterization and disposal of these materials will be responsibility of others. The PVC casing will remain and be grouted in place.

Site Preparation/ Utility Coordination

The boring locations specified in this Work Plan were selected by EEI based upon the proposed Site Plan and building foundation drawing provided to EEI by the project architects, HOK and DLZ. The proposed drilling locations marked on the Site Plan and Foundation Plan will be located and staked in the field using a hand-held GPS device. Once the final boring locations have been selected, public utility clearances will be conducted. EEI will ensure all public utilities have been cleared prior to initiating any drilling activities. A private utility locate service will clear the boring locations.

Any borings that needed to be re-located in the field will be re-surveyed by the field geotechnical engineer and/or field project geologist and the EEI Project Manager (Gurkan Ozgurel) will be notified to incorporate updated locations into final plans.

EEI will also coordinate with HIS on the boring locations and update the boring location plan, if there is a conflict with ongoing HIS operations. To the extent practical, boring locations should be located away from low-lying wet areas. Drilling will not be performed in areas of standing water.

Sampling Methods

Split spoon samples will be obtained at 2½ ft intervals for standard penetration test and visual classification. Alternatively, soil samples will be obtained in Shelby tubes for geotechnical lab testing. No soil samples will be collected for environmental chemical analyses.

Drilling-Derived Waste

Soil cuttings generated from augering will be placed near the borehole location and HIS will remove the cuttings and incorporate with the soil that is being disposed of at an off-site landfill. disposable PPE will be placed in appropriate on-site receptacles provided by others. Miscellaneous trash generated by EEI will be removed from the site by EEI.

Equipment Decontamination

The equipment (drill rigs, drilling equipment, and soil sampling equipment) will arrive on site decontaminated. All drilling and sampling equipment (augers, rods, cores, sampling tools etc.) will be decontaminated between boreholes. Except for small sampling tools such as split spoons, drilling equipment will be decontaminated at the decontamination pad constructed by HIS.

We will also decontaminate the drill rig before leaving the site at the completion of the work. Drill rigs will be left on-site within the equipment staging area at the end of each day and will not leave the site, therefore, no decontamination is assumed at the end of each work day.

The following cleaning procedure is applicable to drill rig decontamination:

1. Remove by hand (i.e., shovel, bar, scraper) excess visible dirt and debris from the equipment paying particular attention to track, cleats, tires, and other irregular surfaces.
2. Clean the equipment using with a low-phosphate detergent wash and potable water rinse or a power wash.

Drilling equipment (augers, drilling rods, drill bits, etc.) will be decontaminated in accordance with the methods presented below. The wash procedure for decontamination of drilling equipment including the rig, rods, sampling tools, and flight augers:

1. High-pressure hot water wash (brushing as necessary to remove particulate matter) with a low-phosphate detergent.
2. Potable, hot water, high-pressure rinse.

Soil sampling equipment (e.g., split spoons, etc.) will be cleaned as follows:

1. Wash with clean potable water and with a low-phosphate detergent, using a brush as necessary to remove particulates.
2. Rinse with tap water.
3. Air dry for as long as possible.

The cleaning procedure for liquid recirculation equipment (i.e., drilling pumps and hoses) will be as follows:

1. All exposed surfaces shall be surface cleaned as described above.
2. Potable water will be circulated through the system for 5 to 10 minutes or appropriate duration.

Record Keeping

Field notes documenting events, equipment used, and related items will be recorded in a standard EEI field logs. Field book/form entries are made in black ink and any changes/corrections are stroked

out with a single line, initialed, and dated to indicate when and by whom the correction was made. The field notes should document the following for each borehole completed:

1. Identification of borehole
2. Type of drill rig equipment
3. Drillers who performed the work
4. Sampling depths
5. Water level depth and measurement technique (during and completion of the boring)
6. Time started and completed drilling
7. Measured field parameters (blows, pocket penetrometer measurements)
8. Sample recovery, hand penetrometer test results, visual soil classification
9. Labeled samples collected in containers
10. Weather conditions including air temperature
11. Problems encountered and any deviations made from the established sampling protocol

Health and Safety

All intrusive on-Site work will be performed by personnel that have completed appropriate Hazardous Waste Operations and Emergency Response (HAZWOPER) training pursuant to 29 CFR Part 1910.120. In addition, EEI's Site-specific Health and Safety Plan will be followed by all EEI personnel during the Site work. All training records will be provided to Shiel Sexton prior to start of site work. EEI understands the soil and groundwater encountered during the work may contain manufactured gas plant residuals at concentrations above the commercial/industrial direct contact levels. EEI's HASP describes the monitoring methods and required actions for various levels of contamination that could be encountered onsite.

Figures



Figure 1: Project Location Map

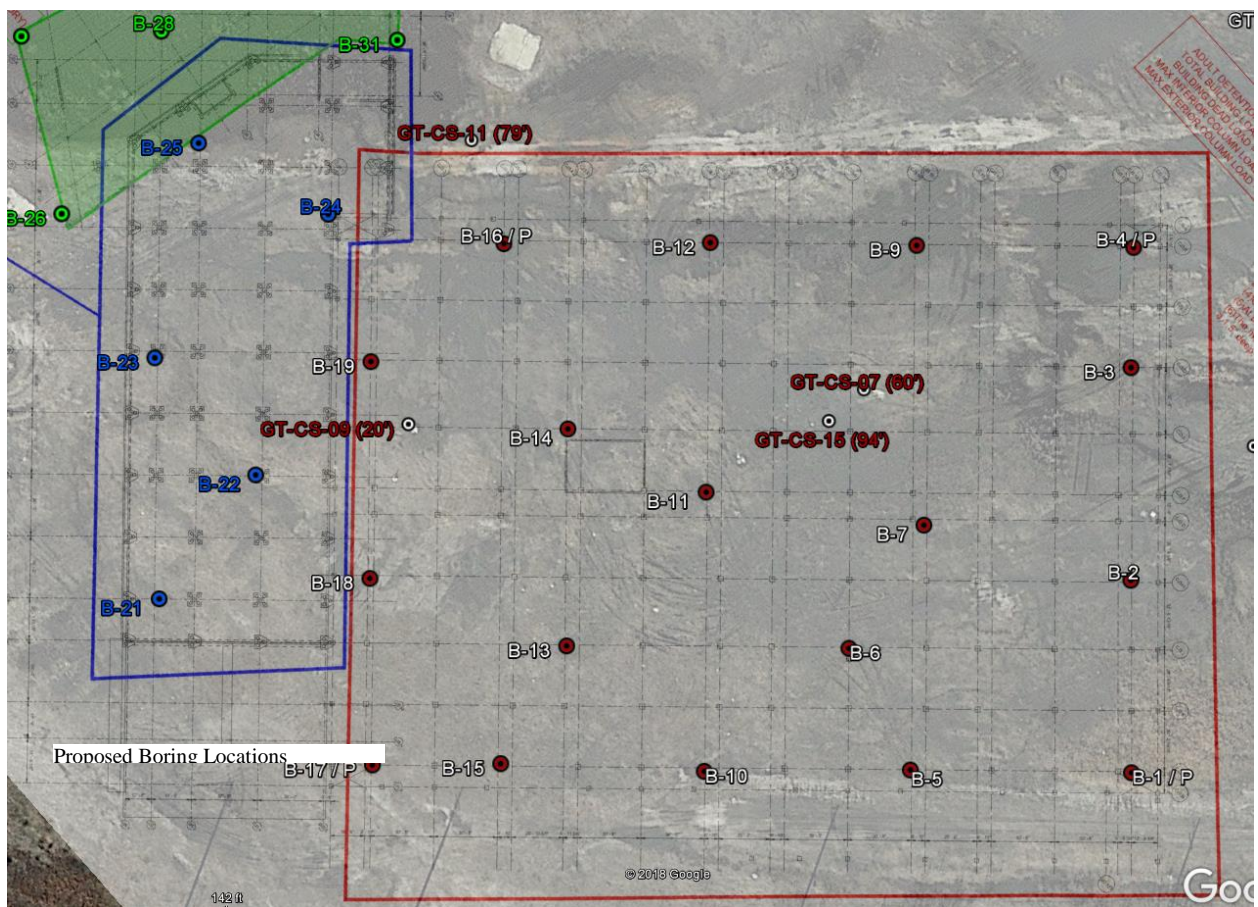


Figure 2: Exploratory Location Plan (Detention Center and Sheriff's Office)

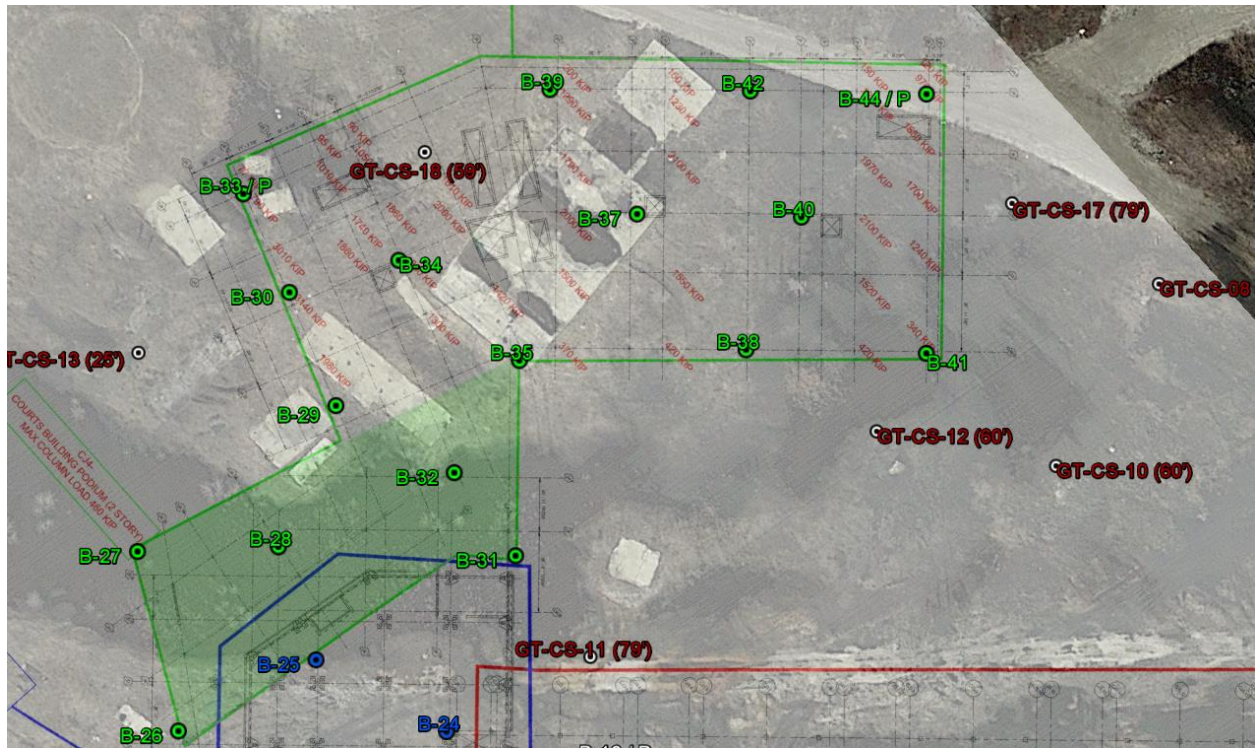


Figure 3: Exploratory Location Plan (Court's Building)

EXHIBIT W – ADDITIONAL VALUE ENGINEERING

Within three (3) days of being identified as the best value Offeror, the best value Offeror whose Proposal has been selected by the City should submit any additional value engineering concepts, if any. The City will coordinate receipt of this information after Price Proposals are opened and the best value Offeror is selected.