

## EXHIBITS

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# Budget Responsibilities

Exhibit A

The CM is charged with maintaining the central budget document for the project

Description	Responsibility for Establishing	Responsibility for Tracking
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## *Construction Costs:*

<CM To List each Bid Category>

Fixed Equipment

Environmental & Abatement Contractor

Site Development

Demolition

Utility Expense

General Conditions (will be part of CM reimbursables)

Design Contingency

Construction Contingency

Escalation

Close-out Contingency

Sub Total:

\$	CM	CM
\$	CM	CM
\$	Campus	Campus
\$	CM	CM
\$	CM	CM
\$	CM	CM
\$	CM	CM
\$	CM	CM
\$	CM	CM
\$	CM	CM
\$	CM	CM
\$		

## *Planning Costs (soft costs):*

Planning Study

Architect/Engineer Fee

Architect/Engineer Reimbursables (includes  
printing, design release and Board of Health  
Submission)

Construction Management Fee

Construction Management Reimbursables

Construction Management General Conditions  
(includes construction testing)

Commissioning Fee

Builder's Risk

Legal Notices

Site Survey

Geotechnical Survey

Asbestos Survey

Environmental Survey

Pre-Construction Testing

Deferred Items

Sub Total

\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus
\$	Systems Office	Systems Office
\$	System Office	Systems Office
\$	CM	Systems Office
\$	Systems Office	Systems Office
\$	Systems Office	Systems Office
\$	Campus	Campus
\$	Campus or AE	Campus or AE
\$	Campus or AE	Campus or AE
\$	Campus	Campus
\$	Campus	Campus
\$	Campus or AE	Campus or AE
\$	Campus	Campus
\$		

## *Moveable Equipment (soft costs):*

### Technology Costs

Fiber Connection

Electronics

LAN Switches, Projector/Systems, Telephone system, "SmartBoards", Security, Visual Display, Cable TV, Network Electronics

\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus

### Furnishings and Equipment

Furniture

Office Equipment

Computer Equipment

Telephone Equipment

Artwork

Maintenance Equipment

Clocks

Software

Sub Total:

\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus
\$	Campus	Campus
\$		

### Land Acquisition (soft costs):

Legal Fees

Appraisal

Land costs

Closing Costs

Sub Total:

\$	Systems Office/Campus	Systems Office/Campus
\$	Systems Office/Campus	Systems Office/Campus
\$	Systems Office/Campus	Systems Office/ Campus
\$	Systems Office/Campus	Systems Office/Campus
\$		

### Other Costs (soft costs):

Sub Total:

\$
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### Totals:

Total Construction Costs	\$
Total Soft Costs	\$
Total Project Costs	\$

Bond financing costs are above & beyond this total project costs and include legal, financing, Bond Counsel, etc.

## Date Finalized:

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## Project

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[illegible]

Category	Pre-Project Review Task Group	Staff	F&DC	Presi- dent	State Trustees	CHE, SBC, Gov.	General Assembly
<b>Land (with or without buildings)</b>							
Land acquisition plans		R	A	I	I		
Acquisition (purchase, gift or exchange) in previously approved plans		A		A	A		
Acquisition (purchase, gift, or exchange) <u>not</u> in previously approved plans		R	A	A	A		
Purchase of land or buildings greater than \$250,000		R	A	A	A	A	
Purchase of land or buildings greater than \$500,000 if any State funds or student fees used		R	A	A	A	R	A
Disposition: Sale, transfer, or gift		R	A	A	A		
Permanent public utility or right-of-way easements or right of entry		A		A	A		
Other permanent easements or right of entry		R	A	A	A		
Temporary right of entry for two years or less							
Public utility or right-of-way easements or right of entry		A		A			
Other easements or right of entry		R	A	A			
<b>Facility Leases</b>							
New leases or lease renewals that are within the Chancellor's signature authority, \$15,000 or less, and for which no college-wide funds are being requested, do not need higher level approval. However, they need to be reviewed by the Legal Department. *							
Rent greater than \$150,000 in any one year of the lease period		R	A	A	A	A	
New Leases							
Previously approved in a Region's annual operating budget where:							
Term is two years or less		A		A			
Term is greater than two years		A		A	A		
Rent is greater than \$500,000 for the lease period		A		A	A		
Not previously approved in a Region's annual operating budget where:							
Term is greater than two years		R	A	A	A		
Term is two years or less and							
Rent plus utilities are less than \$100,000 per year		A		A			
Rent plus utilities are \$100,000 or more per year		R	A	A			
Rent is greater than \$500,000 for the lease period		R	A	A	A		
Lease renewals where							
Term is two years or less		A		A			
Term is greater than two years		A		A	A		
Rent is greater than \$500,000 for the lease period		A		A	A		

Category	Pre-Project Review Task Group	Staff	F&DC	Presi- dent	State Trustees	CHE, SBC, Gov.	General Assembly
<b>Projects that could result in a significant commitment of College or Ivy Tech Foundation resources, including leases, land and projects</b>	A						
<b>Capital Budget Request and 10-Year Capital Improvement Plan</b>		R	A	A	A		
<b>Selection of Architects</b>							
Smaller projects (generally less than \$4.0 million) selected and recommended by the Region		A		A	I		
Larger projects and projects approved by the General Assembly selected and recommended by the F&DC		R	A	A	I		
<b>Selection of Construction Management firms for large construction projects</b>		R	A	A	I		
<b>Repair and Rehabilitation (R&amp;R) and parking lot and drive repair PROJECT approval</b>							
New projects that will have a contract within the Chancellor's signature authority, \$15,000 or less, and for which no college-wide funds are being requested, do not need higher level approval to proceed *							
Annual Plan for use of General Assembly General R&R, College-wide R&R, and Parking Lot and Drive funds. Approval of the Plan is an approval to proceed with each project.		R	A	A			
Approval to proceed with projects of \$200,000 or less		A					
Approval to proceed with projects greater than \$200,000 (if not in Annual Plan)		R	A				
Approval to proceed with projects greater than \$750,000 if any State funds or student fees used		R	A	A	A	A	
Approval to proceed with projects greater than \$1,500,000 if no State funds or student fees used		R	A	A	A	A	
<b>New Construction PROJECT approval - includes buildings and parking lots and drives</b>							
New projects that will have a contract within the Chancellor's signature authority, \$15,000 or less, and for which no college-wide funds are being requested, do not need higher level approval to proceed *							
Approval to proceed with projects of \$200,000 or less		A					
Approval to proceed with projects greater than \$200,000		R	A				
Approval to proceed with projects greater than \$500,000		R	A	A	A	A	
Approval to proceed with projects greater than \$750,000 if any State funds or student fees used		R	A	A	A	R	A

Category	Pre-Project Review Task Group	Staff	F&DC	Presi- dent	State Trustees	CHE, SBC, Gov.	General Assembly
<b>Facility CONTRACTS, including CHANGE ORDERS, for Construction, Renovation, or Leases **</b>							
Any contract or change order within the Chancellor's signature authority, \$15,000 or less, and for which no college-wide funds are being used, does not need higher level approval *							
Contracts less than \$500,000							
Contracts between \$15,000 and \$500,000, if within approved project budget		A		A			
Contracts for F&DC approved projects that increase the total <u>project</u> budget by more than 10% cumulatively		R	A	A			
Contracts greater than \$500,000							
Contracts greater than \$500,000 for previously approved projects that are less than 10 % higher than assumptions in project request		A		A	A		
Contracts greater than \$500,000 for previously approved projects that are more than 10 % higher than assumption in the request		R	A	A	A		
Any change order that will increase a previously approved State Trustee contract by more than 10 % cumulatively		R	A	A	A		
Change Orders							
For any project or contract approved by the President or State Board, ALL change orders should be forwarded to Facilities Planning for including in the project files. Approval levels are as follows:							
Any individual change order greater than \$15,000		A		A			
Any change order for contracts, for a project previously approved to proceed by <u>staff</u> , that increases the contract by more than 10% cumulatively		A		A			
Any change order for contracts, for a project previously approved to proceed by the <u>F&amp;DC</u> , that increases the contract by more than 10% cumulatively		R	A	A			

**Reviewed by the Facilities and Design Council, March 2013, and by the State Board of Trustees, April 2013**

\* **Any change to FMM policies may results in changes to these approval levels.**

\*\* **When submitting contracts for review, include MBE/WBE participation levels, and documentation of Outreach Efforts.**

**Note:** **This document specifies approval levels for Ivy Tech Community College facility projects.**

**Ivy Tech Foundation, Inc. also has approval requirements under its jurisdiction that are different from College requirements.**

Notes

A Approval

R Review

I Information

F&DC Facilities and Design Council

CHE Commission for Higher Education

SBC State Budget Committee

Gov. Governor

# Infrastructure Reporting Codes

Region:

Building:

Project

Reporting Date:

Utility Distribution Components			
Code	Category Descriptions	Total Quantity on Site	Report Item Using
1 UTL (vol.)	Utility Tunnels		CF
1 ELD	Electrical Distribution		LF
1 CXC	Coax Cable (computer/acad. Video)		LF
1 STM	Steam Lines		LF
1 CHW	Chilled Water Lines		LF
1 SEW	Sanitary Sewer Lines		LF
1 WAT	Domestic Water Lines		LF
1 STS	Storm Sewers		LF
1 GAS	Natural Gas Pipelines		LF
1 TEL	Telephone Lines		LF
1 CCD	Copper Cable - Data		LF
1 FIB	Fiber Cable		LF

Support Facility Components			
Code	Category Descriptions	Total Quantity on Site	Report Item Using
2 SWK	Sidewalks		SY
2 CBG	Curbs and Gutters		LF
2 STR	Public Streets		SY
2 RST	Restricted/Service Roads		SY
2 LIT	Campus Lights		number
2 FHY	Fire Hydrants		number
2 RTW	Retaining Walls (access or safety related only)		SF
2 FNC	Fences (access or safety related only)		LF

Note:

Quantity on Site references quantity between the utility connection/edge of property and the building line.



# Builders Risk Preferred Gallagher Client Advantage Program

## EXHIBIT E

### Application

Applicant **General Contractor** ☐ **Owner** ☐ **Other (specify)** \_\_\_\_\_

Name of Applicant/Named Insured: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Term: **Start Date** \_\_\_\_\_ **End Date** \_\_\_\_\_ (Term per Project Schedule)

Account Service Manager and Phone Number: \_\_\_\_\_

### Project Information *(Attach engineering or architectural documents if available.)*

Is the project currently under construction? Yes ☐ No ☐

Project Description: \_\_\_\_\_

Project Address (or Intersection): \_\_\_\_\_

Latitude/Longitude if no address has been assigned: \_\_\_\_\_

General Contractor: \_\_\_\_\_

GC Years of Experience: \_\_\_\_\_

GC Website: \_\_\_\_\_

Architect Name: \_\_\_\_\_

Number of Buildings: \_\_\_\_\_

# Stories/Building: \_\_\_\_\_

Square Footage by Building: \_\_\_\_\_

# Stories Below Grade: \_\_\_\_\_

Distance between Buildings/Structures: \_\_\_\_\_

# of Units (Residential): \_\_\_\_\_

Current Property Carrier: \_\_\_\_\_

### Construction Type

Frame (Wood) ☐\*\*

Joisted Masonry ☐

Steel – non-combustible ☐

Masonry non-combustible ☐

Fire-Resistive ☐

Other ☐

### Build/Occupancy

New Construction ☐

Renovation/Rehab ☐\*

Addition ☐

Residential ☐

### Safeguards

Fenced and/or Lighted ☐

Watchman ☐

Sprinklered ☐

Public F.D. ☐

Volunteer F.D. ☐

Electronic Monitoring ☐

Protection Class 01 to 08 ☐

Distance to Fire Station \_\_\_\_\_ mi

Hot Works Program ☐

Water Mitigation Plan ☐

### \* Renovation Information Needed:

1. Is existing structure coverage needed? Yes ☐ No ☐

2. Major structural work? Yes ☐ No ☐

If yes, please describe major works: \_\_\_\_\_

3. Additional floors being added to existing? Yes ☐ No ☐

4. What is the percentage and/or dollar value of wood? \$\_\_\_\_\_/\_\_\_\_\_%

5. What percent of work is related to new construction vs. to the existing structure? \_\_\_\_\_% new.

\*\* Provide percentage of wood or dollar value of wood with multiple construction types: \$\_\_\_\_\_/\_\_\_\_\_% of wood.

Note: The more information provided including percentage of frame construction, if any, the quicker the quote turnaround time and the more competitive the rate per \$100.



### Policy Limits

A. Hard Cost \$ \_\_\_\_\_  
B. Soft Costs \$ \_\_\_\_\_

C. Existing Structure (IF to be included) \$ \_\_\_\_\_

Total Limits (A + B + C) \$ \_\_\_\_\_ 0

Flood \$ \_\_\_\_\_  
Earthquake \$ \_\_\_\_\_

### D. Delay in Opening

Loss of Rents \$ \_\_\_\_\_  
Business Income/Loss of Profits \$ \_\_\_\_\_

Also include any additional owner provided expenses.

Be certain to include any additional construction expenses as a result of a delay in completion. Costs correlate to both the length and results of a project delay. Complete the Soft Cost Calculator if needed.

**DO NOT** include existing structure values if permanent existing property coverage will remain in place.

Limit Requested Is this project in Flood Zone X or C? \_\_\_\_\_  
Limit Requested \_\_\_\_\_

# of Months \_\_\_\_\_ (Not greater than project term.)

# of Months \_\_\_\_\_ (Not greater than project term.)

### Deductibles

Hard Cost \$ \_\_\_\_\_  
Soft Cost/Delay In Opening \_\_\_\_\_ Days  
Flood \$ \_\_\_\_\_  
Earthquake \$ \_\_\_\_\_  
Windstorm \$ \_\_\_\_\_  
Water Damage \$ \_\_\_\_\_

Typically 3, 5, or 7 days waiting period.

### Helpful Additional Information – Provide:

- Construction Budget
- Pro forma Income Statement (BI/RI)
- Renderings and/or Drawings (if available)
- Project Site and/or Plot Plan
- Construction Project Timeline/Barchart/Critical Path
- Soils/Geotechnical Report (if over \$25M)
- Project Web Page Address, if any \_\_\_\_\_
- Additional Named Insureds? Provide info \_\_\_\_\_
- Is an Architect/Engineer added as ANI? Provide info \_\_\_\_\_
- Mortgagee's Name, Address, Contact? Provide info \_\_\_\_\_

Requested Quote Due Date: \_\_\_\_\_

### Special Instructions/Comments:

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Applicant Title: \_\_\_\_\_

*Note to CSM: If utilizing the Client Advantage Digital Quoter, Non-wood frame quotes for projects less than \$15M can be generated and bound on-line.*

*New construction projects greater than \$5M with wood frame will require a supplemental app and underwriter referral for frame projects up to \$10M.*

*Note: Projects with wood construction greater than 25% are considered to be wood frame (supplemental wood frame application can be found on the Portal).*

# Builders Risk Preferred – Soft Cost / Delay in Start-up Calculator

Soft Costs Worksheet	Value
<b>Soft Costs/Additional Construction Expenses</b> are specific non-direct expenses relating to the construction, erection, or fabrication of a building or structure that result from a delay in the completion beyond the expected completion date.	
1. <b>Advertising</b> – additional advertising, public relations, and promotional expenses.	\$
2. <b>Design Fees</b> – additional fees for architects, interior designers, consultants, and other technical advisors and engineers.	\$
3. <b>Professional Fees</b> – additional fees for accountants and attorneys to prepare revised contracts/documents.	\$
4. <b>Financing</b> – additional cost of relating to financing. A. Interest on money borrowed to finance construction, remodeling, renovation, or repair. B. Fees for letters of credit and trusts. C. Commissions and loan fees incurred in rearranging financing for the project.	
<b>Total A + B + C</b>	\$
5. <b>Administration</b> – General Administrative expenses, and overhead for the cost of administrative expenses and commissions from the renegotiation of leases, contracts and construction loans.	\$
6. <b>Realty Taxes</b> – additional realty taxes and other assessments incurred for the period of time that construction has been extended beyond the projected completion date.	\$
7. <b>Lease Expenses</b> – additional cost to extend leases for construction equipment and temporary office space.	\$
8. <b>Permit and Inspection Fees</b> – additional fees for renewing or replacing construction permits or other licenses and permits necessary to continue construction.	\$
9. <b>Insurance Premiums</b> – additional cost of insurance premiums necessary to renew or extend insurance coverage.	\$
10. <b>Extra Expenses/Additional Construction Expenses</b> – Any extra expenses associated with the prospect.	\$
<b>Total Estimated Soft Costs</b> – Soft Costs are typically +/- 10% to 15% of the project's Hard Costs.	\$ 0

Business Interruption	Value
<b>Annual Gross Earnings Total Limit Requested</b> AKA delay in start-up (DSU), delay opening or Advance Loss of Profits (ALOP).	\$
Indemnity Period if other than 365 days:	

Loss of Rental Income	Value
Actual loss of rental income that arises out of a "delay" resulting from a covered cause of loss to a covered building/structure.	\$
<b>Total Loss of Rents Limit Requested – Number of Months</b> _____	\$

# Construction Type Definitions

## FRAME:

Frame construction is where the exterior walls, bearing walls, and partitions and the structural floors, roof, and their supports are wholly or partly of wood or other combustible materials. The exterior walls may have a metal or vinyl siding.

## JOISTED MASONRY:

Combustible Floors and Roofs: Combustible floors and roofs on non-combustible, slow burning, or combustible supports, or non-combustible or slow-burning floors and roofs on combustible supports.

## STEEL/NON-COMBUSTIBLE:

In metal, non-combustible construction, a system of prefabricated steel framing metals is used. The roof is usually constructed of metal panels. The exterior walls may be of metal siding, sandwich panels, masonry metals, corrugated metal, corrugated plastic, or insulated metal panels.

## MASONRY NON-COMBUSTIBLE:

Comprised of non-combustible materials that either fail to meet the full requirements for fire-resistive construction or are without fireproofing protection for structural steel elements. Some combustible materials may be used in buildings classed as non-combustible roof construction. These include corrugated sheet metal, precast concrete and gypsum plank, tile, poured gypsum lightweight concrete, and insulated metal deck of the type that will not contribute to an interior fire. Floors are made of concrete on cellular, corrugated metal panels, or reinforced concrete. Typical materials used for walls of non-combustible buildings include brick and cinder blocks.

## FIRE-RESISTIVE:

### Exterior Walls or Exterior Structural Frame

- Solid masonry, including reinforced concrete
- Hollow masonry less than 12 inches, but not less than 8 inches in thickness, with a listed fire-resistance rating of not less than two hours
- Assemblies with a fire-resistance rating of not less than two hours

### Floors and Roof

- Monolithic floors and roofs (massive, solid and uniform) of reinforced concrete with slabs not less than 4 inches in thickness
- Construction known as "Joist Systems" with slabs supported by concrete joists spaced not more than 36 inches on centers with a slab thickness of not less than 2 3/4 inches
- Floor and roof assemblies with a fire-resistance rating of not less than two hours

### Structural Metal Supports

- Horizontal and vertical load-bearing protected metal supports (including pre-stressed concrete units with a fire resistance rating of not less than two hours)

## MODIFIED FIRE-RESISTIVE:

Buildings with exterior walls, floors, and roof constructed of masonry materials described above, but deficient in thickness; or fire-resistive materials described above with a fire-resistive rating of less than two hours, but not less than one hour.



Evaluating and Minimizing  
Your Total Cost of Risk

*Focusing on:*



- Coverage Gaps

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# **MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTS**



*January 2016*

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## **VI. MINIMUM INSURANCE REQUIREMENTS MATRIX**

## **I. SCOPE**

The following insurance requirements have been designed to facilitate the execution of contracts by duly authorized employees of Ivy Tech Community College. They are to be applied to all contracts entered into by Ivy Tech Community College with entities that include but are not limited to: for profit businesses supplying goods or services, not for profit businesses and organizations, independent consultants, or other academic institutions. (For the purposes of this document, all of these entities will be referred to as "contractor / vendor") Where the following topics only apply in certain situations, it is noted in that section of the document.

## **II. INSURANCE COVERAGE**

Insurance coverage serves as part of the financial backing for the liability assumed by a contracting party through the indemnification language in a contract. Instead of intentionally utilizing its own assets to support the liability, the contracting party is transferring the risk to the insurance company in return for payment of the insurance premium. Without insurance, most contractors / vendors would not be able to meet their indemnification obligations when a significant loss occurs.

Central Office Risk Management requires that all contractor / vendor insurance policies be written on a primary basis and be non-contributory with any other insurance coverages and/or self-insurance carried by Ivy Tech. Coverage should be provided by a carrier approved to do business in the state of Indiana. The coverages and minimum limits that Central Office Risk Management requires are a reflection of the perceived risk potential that the activities of the contractor / vendor could impose onto Ivy Tech but in no way limits the liability of the contractor/vendor. If the contractor/vendor has no insurance coverage or inadequate limits to cover the cost of a contract related claim(s), Ivy Tech may seek a court order to attach the contracting party's assets to satisfy indemnity against incurred damages.

For most contractors / vendors, Central Office Risk Management will generally require the contract/agreement reflect a minimum level of insurance limits on four types of insurance coverage: Commercial General Liability, Workers' Compensation, Business Automobile Liability and Umbrella or Excess Liability.

### **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability is a broad based insurance that covers the liability assumed in the performance of the general, non-professional activities of many businesses. In most cases the General Liability insurance will be the primary policy responding to negligent acts or conditions (e.g. a person injured from a tool dropped or mishandled by a contractor / vendor).

Contractors, vendors and other outside businesses and organizations that want to do business with Ivy Tech or otherwise conduct business on Ivy Tech's property will be required to provide evidence of commercial general liability insurance and to name Ivy Tech as an additional insured to the organization's insurance policy. (Please see the Certificates of Insurance section below for required wording). Examples of outside businesses and organizations that will be required to meet these requirements include but are not limited to: consultants; construction contractors and other building services contractors (electricians, plumbers and HVAC); vendors providing campus event activities and services; and non-affiliated organizations using Ivy Tech facilities for meetings, seminars, athletic events, etc.

The minimum amount of insurance limits required by Central Office Risk Management are based on the level of risk involved with the type of service provided / activity taking place and the scope and nature of the project to be completed (e.g. could negligent work by the contractor / vendor result in significant damage to Ivy Tech's property, business operations or injury to Ivy Tech's students, employees or visitors).

## WORKERS' COMPENSATION

Workers' Compensation covers an employer's statutory financial obligation to pay the costs associated with an employee's medical treatment and lost wages due to a work related injury or illness. With very limited exceptions, state laws require all businesses are required to either purchase workers' compensation coverage or become an authorized self-insurer by statute. (Exceptions include businesses whose legal status is a Partnership, Limited Liability Partnership, Professional Limited Liability Partnership, Limited Liability Company, Professional Limited Liability Company or Sole Proprietorship and the business has no employees.)

Employers Liability covers an employer's liability for bodily injury to employees occurring within the scope of their employment when that liability is not covered by workers' compensation. This coverage generally applies when an employee alleges that the employer's negligence or failure to provide a safe workplace was the cause of the employee's injury or illness. Employer's liability is normally provided in conjunction with the workers' compensation coverage in a single unified policy.

In situations where the contractor / vendor will be engaged in operations / services on Ivy Tech owned property, the contractor / vendor will be required to carry Workers' Compensation and Employer's Liability insurance. It is the responsibility of the contractor / vendor to provide proof/documentation that they are exempt from statutory requirements of having Workers' Compensation insurance, if they qualify for such.

## BUSINESS AUTOMOBILE LIABILITY

Business Automobile Liability insurance covers the liabilities assumed by a business when the type of motor vehicles required to be licensed for operation on public roads are used in the course of their business activities. In situations where the contracting party will be utilizing motor vehicles (owned, hired or borrowed) to perform operations/provide services on Ivy Tech owned property, the contracting party will be required to carry Business Automobile Liability insurance. If the contractor / vendor will be transporting hazardous substances or passengers for hire, they must meet all State and Federal licensing requirements. Depending on the type and amount of hazardous materials transported, the contractor / vendor may be subject to the Motor Carrier Act of 1980 and be required to provide proof of required financial responsibility. Proof of financial responsibility may be in the form of a Motor Carrier Act endorsement (MCS-90) to their liability insurance policy, a Motor Carrier surety bond or written authorization from the Federal Motor Carrier Safety Administration to self-insure the requirement. In those situations, the limits of liability required will be in accordance with 49 CFR 387.7

## UMBRELLA / EXCESS LIABILITY

Umbrella / Excess Liability insurance provides additional coverage limits over a primary (GL) insurance policy. Excess Liability only applies to a single policy. An Umbrella Liability policy can apply to multiple policies. A standard umbrella liability policy generally provides additional limits to a business's Commercial General Liability, Business Automobile Liability and Employer's Liability policies.

A contractor / vendor's Primary and Excess / Umbrella Liability limits can be added together to meet Central Office Risk Management's minimum required limit(s) for an individual line of coverage. For example, if the contractor / vendor is required to carry \$2m in Commercial General Liability limits and the insurance certificate shows \$1m Commercial General Liability and \$1m or more in Umbrella Liability limits, this would comply with the required \$2m limit.

The minimum required limits may be increased if the scope and/or risk associated with the contractor/vendor activities are greater than usual Ivy Tech activities/projects.



### III. OTHER LINES OF INSURANCE COVERAGE

Certain types of contracts and activities will result in additional required insurance coverages for the contractors / vendors performing them. The additional coverages include but are not limited to:

#### PROPERTY INSURANCE

Property insurance reimburses the policyholder for damage to or theft of their real and personal property (buildings, contents and other items of property not specifically excluded). It can also protect against extra expenses and lost business income resulting from the damage to or theft of insured property.

Requirements to carry property insurance will generally be limited to lease agreements with commercial tenants. The tenant will be required to carry "Broad Form" property insurance to all property of the tenant, including all improvements and betterments made to the building by the tenant, in an amount equal to the replacement cost value of the property. Property insurance is also required of the contractor/vendor if they will have care, custody or control of Ivy Tech-owned personal property (equipment, computers, laptops, printers, etc.)

Ivy Tech's Property Insurance does not respond to losses for non-owned property (borrowed, leased, etc.) unless the College has assumed liability by way of a written contract or agreement.

#### POLLUTION LIABILITY INSURANCE

If the contracting party engages in a business that works with or uses a material, produces a product or waste considered to be a "hazardous material or waste" under and local, state or federal law / regulation, (which includes but is not limited to: flammable explosives, radioactive materials, known carcinogenic materials, volatile chemicals and biological contaminants) they will be required to carry Pollution Liability insurance coverage. The policy must cover the Contractor's completed operations. This insurance must include sudden and gradual coverage for third-party liability including defense costs and completed operations. The coverage must be maintained during the term of the contract/lease and at least three (3) years following its completion / termination.

#### PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS INSURANCE

Certain types of contractors / vendors perform activities that are highly specialized professional services and are not fully covered under a Commercial General Liability policy. In addition to the four basic coverages previously described, these contractors / vendors will be required to carry Professional / Errors and Omissions Liability insurance. Contractors / vendors that are required to carry Professional / Errors and Omissions Liability insurance include but are not limited to: Law Firms, Architects, Medical Professionals, Environmental Consultants, Engineers, Security Companies, Accountants, Investment Managers and Insurance Brokers.

The liability exposures created by an improper act, error or omission in the performance of professional services can be very significant. Without insurance, nearly all professional contractors / vendors would not be able to meet their indemnification obligations when a significant loss occurs. Were this to occur, Ivy Tech would have no readily available source of funding to compensate for the financial loss created by the contractor / vendors actions and would have to pay for the unbudgeted loss out of the operating funds intended to support the educational mission of the College. The coverage must be maintained during the term of the contract/lease and at least three (3) years following its completion / termination.

## CRIME INSURANCE

When a contractor / vendor's services include handling or having access to Ivy Tech money, securities and other negotiable instruments, the contractor / vendor will be required to have a Commercial Crime (Fidelity) policy or if they are a financial institution, a Financial Institution Bond.

## CONTRACT BONDS

Contract Bonds provide a financial guarantee that a contractor / vendor will provide the service or product promised in a contract. The most common type is a Performance Bond. A Performance Bond provides a financial guarantee that the contractor / vendor will provide the service / product per the terms agreed to in the contract. Ivy Tech will generally require Performance Bonds for construction projects valued at greater than \$1,000,000.

## **IV. CERTIFICATES OF INSURANCE AND POLICY ENDORSEMENTS:**

A Certificate of Insurance (COI) is a simple, standardized way of documenting proof of insurance coverages. A COI serves to identify the key information about the contractor's / vendors insurance. Ivy Tech Community College will accept a properly completed ACORD 25 (liability) and ACORD 28 (commercial property) Certificate of Insurance forms as sufficient proof of insurance.

In order to assure that Ivy Tech has been properly afforded additional insured status on a contractor's/ vendor's policy, it is required that the contractor / vendor supply a copy of their 'Additional Insured- Owners, Lessees or Contractors' Endorsement stating, "Ivy Tech Community College of Indiana is Additional Insured as their interests may appear relating to (*Insert the name of the service/ project or product*)".

Prior to finalizing the contract, the contractor / vendor will be required to deliver the COI and endorsement evidencing the required coverages and limits to the Contract Originator within Ivy Tech Community College. The COI should provide for:

- a. Coverages represented on the certificate must show policy numbers, policy dates and limits.
- b. With the exception of Workers' Compensation and Professional Liability coverage, the COI must state that "Ivy Tech Community College of Indiana is Additional Insured as their interests may appear relating to (*Insert the name of the service/ project or product*)" This language must appear in the COI section entitled DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES)
- c. A minimum of thirty (30) days written notice of cancellation, non-renewal or material restriction of coverage terms or limits from the insurance company.

## **V. OTHER KEY CONSIDERATIONS**

### GOVERNMENTAL TORT IMMUNITY

Ivy Tech enters into many contracts with governmental (States, Cities, Towns, etc.) and quasi-governmental entities (Housing Authorities, Transit Authorities, other Colleges/Universities, etc.). Governmental entities may be immune from carrying insurance or they may carry a deductible/retention greater than \$100K on any of our required coverage. If this situation arises, General Counsel's Office should be consulted to determine the most appropriate course of action for the College.

## LOSS DOCUMENTATION AND INVESTIGATION

In the event of an insurance claim or lawsuit arising from the improper performance or failure to perform the requirements of a contract, the Ivy Tech department that initiated the contract must cooperate with Central Office Risk Management and General Counsel's Office in securing all needed information and documentation concerning the contract. Also, to the extent possible, the Ivy Tech department that initiated the contract will help to secure the cooperation of the contractor / vendor in adjudicating an insurance claim.

## **IVY TECH COMMUNITY COLLEGE MINIMUM INSURANCE REQUIREMENTS MATRIX**

<b>FINANCE</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Accountant (bookkeeping services)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	N/A
Accountant (accounts receivable)	\$1,000,000	\$1,000,000	A	B	C	\$10,000,000	N/A
Financial Advisor / Asset Management	\$1,000,000	\$10,000,000	A	B	C	\$10,000,000	N/A
Financial Advisor / Tax Consultant	\$1,000,000	\$10,000,000	A	B	C	D	N/A
<b>CONSTRUCTION &amp; BUILDING RELATED SERVICES</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Architect (interior design services)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Architect (structural integrity audits)	\$1,000,000	\$2,000,000	A	B	C	N/A	N/A
Architect (building structural design)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A
Asbestos Abatement	\$5,000,000	N/A	A	B	C	N/A	\$10,000,000
Boiler / Chiller Installations	\$5,000,000	N/A	A	B	C	N/A	N/A
Cleaning	\$1,000,000	N/A	A	B	C	N/A	N/A
Construction Project Management	\$1,000,000	\$10,000,000	A	B	C	D	N/A
Debris Removal (hauling companies)	\$5,000,000	N/A	A	B	C	N/A	N/A
Hazardous Materials Removal (hauling companies)	\$5,000,000	N/A	A	B	C	N/A	\$10,000,000
Electricians	\$2,000,000	N/A	A	B	C	N/A	N/A
Elevator Work	\$5,000,000	N/A	A	B	C	N/A	N/A
Engineer (licensed-all types)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Environmental Consultant Phase I ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A

### **INSURANCE REQUIREMENTS GUIDE:**

- A. Automobile Liability insurance is required for contractors / vendors where they transport Ivy Tech property, transport Ivy Tech employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used has a Gross Vehicle Weight Rating of Class 6-8 /US DOT "VIUS" rating of "Heavy Duty" (19,501+ lbs.), the requirement increases to \$2,000,000. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.
- B. Employers Liability limits are \$500,000 per each occupational accident /\$500,000 per each occupational disease and \$1,000,000 policy aggregate. If the contractor / vendor is performing hazardous activities such as building demolition, asbestos abatement or hazardous waste clean-up, the requirement increases to \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$5,000,000 policy aggregate.
- C. Any contractor / vendor that is required to have GL, AL and WC is also required to have an Umbrella policy with a minimum limit of \$1,000,000. Any contractor/vendor that is required to maintain General Liability and/or Auto Liability insurance and does not meet the minimum College requirements may elect to obtain an Umbrella policy in an amount that is consistent with the indicated College minimum requirement; this is in lieu of increasing each policy's dollar threshold(s).
- D. Crime coverage will be required if the contractor / vendor directly handles or has access to computer systems that administer Ivy Tech money, securities or other negotiable instruments.
- E. If the contractor / vendor can satisfactorily document that their professional liability coverage is contained in their General Liability policy, a separate Professional liability policy is not required.

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## **IVY TECH COMMUNITY COLLEGE MINIMUM INSURANCE REQUIREMENTS MATRIX**

Environmental Consultant Phase II ESA	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
<b>CONSTRUCTION &amp; BUILDING RELATED SERVICES</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Environmental Consultant Phase III ESA	\$1,000,000	\$5,000,000	A	B	C	N/A	\$5,000,000
Environmental Remediation	\$5,000,000	\$5,000,000	A	B	C	N/A	\$5,000,000
Expeditor	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Exterior Contractors (facades, roofs, sidewalks, concrete work)	\$3,000,000	E	A	B	C	N/A	N/A
Exterminators	\$3,000,000	N/A	A	B	C	N/A	\$1,000,000
HVAC (other than boiler)	\$2,000,000	N/A	A	B	C	N/A	N/A
Intercoms/Cameras/Telecommunications	\$1,000,000	N/A	A	B	C	N/A	N/A
Interior Contractors	\$2,000,000	N/A	A	B	C	N/A	N/A
Landscape Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Landscaping (use of hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	\$1,000,000
Landscaping (no hazardous chemicals)	\$1,000,000	N/A	A	B	C	N/A	N/A
Movers	\$2,000,000	N/A	A	B	C	N/A	N/A
Painters / Floor Scraping	\$1,000,000	N/A	A	B	C	N/A	N/A
Plumbers	\$2,000,000	N/A	A	B	C	N/A	N/A
Roof Tanks	\$5,000,000	N/A	A	B	C	N/A	N/A
Scaffolding Companies	\$5,000,000	N/A	A	B	C	N/A	N/A
Suppliers delivering on premises (do not install)	\$1,000,000	N/A	A	B	C	N/A	N/A
Suppliers delivering on premises	\$2,000,000	N/A	A	B	C	N/A	N/A

### **INSURANCE REQUIREMENTS GUIDE:**

- A. Automobile Liability insurance is required for contractors / vendors where they transport Ivy Tech property, transport Ivy Tech employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used has a Gross Vehicle Weight Rating of Class 6-8 /US DOT "VIUS" rating of "Heavy Duty" (19,501+ lbs.), the requirement increases to \$2,000,000. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.
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## **IVY TECH COMMUNITY COLLEGE MINIMUM INSURANCE REQUIREMENTS MATRIX**

(with install)							
<b>INFORMATION TECHNOLOGY</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/Pollution Liability</b>
Data Analysis	\$1,000,000	N/A	A	B	C	D	N/A
Database Analysis	\$1,000,000	E	A	B	C	D	N/A
Database Management	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Network Administration (existing systems)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Network Development (turnkey services, upgrade for commercial system)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Programmer	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Development (code writing)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Development (customized commercial package)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Development (database design)	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Software Licensing ("off the shelf")	\$1,000,000	N/A	A	B	C	D	N/A
Telecom Administration	\$1,000,000	N/A	A	B	C	D	N/A
Telecom Design	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Web Administrator	\$1,000,000	\$1,000,000	A	B	C	D	N/A
Web Designer	\$1,000,000	\$1,000,000	A	B	C	D	N/A
<b>MEDICAL CONSULTING</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/Pollution Liability</b>
Medical / Dental Services (research support only)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A

### **INSURANCE REQUIREMENTS GUIDE:**

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- B. Employers Liability limits are \$500,000 per each occupational accident /\$500,000 per each occupational disease and \$1,000,000 policy aggregate. If the contractor / vendor is performing hazardous activities such as building demolition, asbestos abatement or hazardous waste clean-up, the requirement increases to \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$5,000,000 policy aggregate.
- C. Any contractor / vendor that is required to have GL, AL and WC is also required to have an Umbrella policy with a minimum limit of \$1,000,000. Any contractor/vendor that is required to maintain General Liability and/or Auto Liability insurance and does not meet the minimum College requirements may elect to obtain an Umbrella policy in an amount that is consistent with the indicated College minimum requirement; this is in lieu of increasing each policy's dollar threshold(s).
- D. Crime coverage will be required if the contractor / vendor directly handles or has access to computer systems that administer Ivy Tech money, securities or other negotiable instruments.
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## **IVY TECH COMMUNITY COLLEGE MINIMUM INSURANCE REQUIREMENTS MATRIX**

Medical Data Analysis	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
<b>MEDICAL CONSULTING</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/Pollution Liability</b>
Medical Testing	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Optic Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Ancillary Professionals (Psychologist, Psychiatrist, Nurse, Respiratory Therapist, Physical Therapist, Massage Therapist)	\$1,000,000	\$1,000,000 / \$1,000,000	A	B	C	N/A	N/A
High Risk Physician Specialties (Obstetrics, Orthopedic Surgery, Neurological Surgery, Emergency Medicine, General Surgery, Thoracic Surgery)	\$1,000,000	\$2,000,000 / \$6,000,000	A	B	C	N/A	N/A
Office Based Physician, Physician Assistant, Nurse Practitioner, Midwife	\$1,000,000	\$1,000,000 / \$3,000,000	A	B	C	N/A	N/A
Psych / Behavior Services (research support only)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
<b>MANAGEMENT / BUSINESS ADVISORY</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/Pollution Liability</b>
Curriculum Developer / Director	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Legal (litigation support)	\$1,000,000	\$5,000,000	A	B	C	\$5,000,000	N/A
Legal (Regulatory Compliance, NOC)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A
Management / Business Consultant (strategic planning, NOC)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Project Manager	\$1,000,000	N/A	A	B	C	D	N/A

### **INSURANCE REQUIREMENTS GUIDE:**

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## **IVY TECH COMMUNITY COLLEGE MINIMUM INSURANCE REQUIREMENTS MATRIX**

<b>COMMUNICATIONS</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Advertising Agent (sales)	\$1,000,000	N/A	A	B	C	N/A	N/A
Community Organizer	\$1,000,000	N/A	A	B	C	N/A	N/A
Lobbyist	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Marketing / Promotional Firm	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Public Relations / Communications	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Training (on-site)	\$1,000,000	N/A	A	B	C	N/A	N/A
<b>HUMAN RESOURCES</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Employee Benefits (admin services)	\$1,000,000	\$5,000,000	A	B	C	N/A	N/A
Employee Benefits (design/implement)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Executive Search Firm	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Seminar Facilitator / Leader	\$1,000,000	N/A	A	B	C	N/A	N/A
<b>PRINT RELATED SERVICES</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Editor	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Graphic Designer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Indexers	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Literary Editor (print, online, or NOC)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Literary Translators	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Media Producer (audio and video)	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A

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## **IVY TECH COMMUNITY COLLEGE MINIMUM INSURANCE REQUIREMENTS MATRIX**

Writer	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
<b>ENTERTAINMENT / EVENT SERVICES</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Actor	\$500,000	N/A	A	B	C	N/A	N/A
Announcer (radio and television)	\$1,000,000	N/A	A	B	C	N/A	N/A
Art Conservator / Curator	\$1,000,000	N/A	A	B	C	N/A	N/A
Artist (all media)	\$1,000,000	N/A	A	B	C	N/A	N/A
Caterer	\$1,000,000	N/A	A	B	C	N/A	N/A
Competition Judge	N/A	N/A	A	B	C	N/A	N/A
Event / Meeting Planner	\$1,000,000	N/A	A	B	C	N/A	N/A
Musician	\$500,000	N/A	A	B	C	N/A	N/A
Photographer / Videographer	\$500,000	N/A	A	B	C	N/A	N/A
Piano / Organ Tuner	\$1,000,000	N/A	A	B	C	N/A	N/A
Video and Audio Editors / Production	\$1,000,000	N/A	A	B	C	N/A	N/A
<b>ALL OTHER (MISC)</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Appraiser	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Archaeologist	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Claims Administrator / Claims Analyst	\$1,000,000	N/A	A	B	C	D	N/A
Institution to Institution Agreement	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Special Events (carnival rides, climbing walls, etc.)	\$2,000,000	N/A	A	B	C	N/A	N/A

### **INSURANCE REQUIREMENTS GUIDE:**

- A. Automobile Liability insurance is required for contractors / vendors where they transport Ivy Tech property, transport Ivy Tech employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used has a Gross Vehicle Weight Rating of Class 6-8 /US DOT "VIUS" rating of "Heavy Duty" (19,501+ lbs.), the requirement increases to \$2,000,000. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.
- B. Employers Liability limits are \$500,000 per each occupational accident /\$500,000 per each occupational disease and \$1,000,000 policy aggregate. If the contractor / vendor is performing hazardous activities such as building demolition, asbestos abatement or hazardous waste clean-up, the requirement increases to \$1,000,000 per each occupational accident /\$1,000,000 per each occupational disease and \$5,000,000 policy aggregate.
- C. Any contractor / vendor that is required to have GL, AL and WC is also required to have an Umbrella policy with a minimum limit of \$1,000,000. Any contractor/vendor that is required to maintain General Liability and/or Auto Liability insurance and does not meet the minimum College requirements may elect to obtain an Umbrella policy in an amount that is consistent with the indicated College minimum requirement; this is in lieu of increasing each policy's dollar threshold(s).
- D. Crime coverage will be required if the contractor / vendor directly handles or has access to computer systems that administer Ivy Tech money, securities or other negotiable instruments.
- E. If the contractor / vendor can satisfactorily document that their professional liability coverage is contained in their General Liability policy, a separate Professional liability policy is not required.

January 2016

## **IVY TECH COMMUNITY COLLEGE MINIMUM INSURANCE REQUIREMENTS MATRIX**

<b>ALL OTHER (MISC)</b>	<b>General Liability</b>	<b>Professional Liability</b>	<b>Automobile Liability</b>	<b>Workers' Compensation</b>	<b>Umbrella</b>	<b>Crime</b>	<b>Environmental/ Pollution Liability</b>
Special Events (caterers, amusements, games etc.)	\$1,000,000	N/A	A	B	C	N/A	N/A
Sports Trainer / Coach	\$1,000,000	N/A	A	B	C	N/A	N/A
Translator	\$1,000,000	\$1,000,000	A	B	C	N/A	N/A
Transportation: Livery / Taxi	\$1,000,000	N/A	\$1,000,000	B	C	N/A	N/A
Transportation: Charter Bus						N/A	
(5-10 passengers per vehicle)	\$1,000,000	N/A	\$5,000,000	B	C	N/A	N/A
(11-20 passengers per vehicle)	\$1,000,000	N/A	\$10,000,000	B	C	N/A	N/A
(over 20 passengers per vehicle)	\$1,000,000	N/A	\$20,000,000	B	C	N/A	N/A

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### **INSURANCE REQUIREMENTS GUIDE:**

- A. Automobile Liability insurance is required for contractors / vendors where they transport Ivy Tech property, transport Ivy Tech employees or use of a vehicle is integral to the performance of the contract. The minimum required limit is \$1,000,000 Combined Single Limit. If the vehicle being used has a Gross Vehicle Weight Rating of Class 6-8 /US DOT "VIUS" rating of "Heavy Duty" (19,501+ lbs.), the requirement increases to \$2,000,000. If the vehicle being used can carry more than 12 persons (including driver), the requirement increases to \$3,000,000.
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January 2016

Ivy Tech Community College XXXX Campus	
BID RECAP SUMMARY	
PROJECT NAME:	

Ivy Tech Community College XXXX Campus	
BID RECAP SUMMARY	
PROJECT NAME:	

[illegible][illegible]



IVY TECH  
COMMUNITY COLLEGE

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Ivy Tech Community College

*Date*

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Dominick Chase, Senior Vice President/Chief Financial Officer

50 WEST FALL CREEK PARKWAY NORTH DRIVE  
INDIANAPOLIS, INDIANA 46208-5752  
1-888-IVY-LINE  
(888-489-5463)

Ivy Tech is an accredited, equal opportunity, affirmative action community college.

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with Ivy Tech Community College is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor 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 undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with Ivy Tech Community College, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

a. Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

NON-COLLUSION STATEMENT

State 0421-16

This is to affirm under the threat of perjury, that the undersigned, or his or her representative, agent, member, or officer of the contracting party, has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public, personally appeared \_\_\_\_\_, who acknowledged execution of the above AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

(SEAL)

Signature

Name Printed

My Commission expires:

Residing in \_\_\_\_\_ County

## SUPPLIER DIVERSITY INFORMATION

*Participants in this solicitation are required to complete, sign and return this form with their solicitation response. If the form is not applicable to the company, please check the appropriate line at the end of the form.*

Ivy Tech Community College of Indiana encourages respondents to this solicitation to become involved in our Supplier Diversity Program. The Supplier Diversity Program tracks businesses that qualify as Minority Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), or Veteran Owned Small Businesses (VOSB).

Additional tracking is done for businesses that are certified with the Indiana Department of Administration (IDOA) as Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Indiana Veteran Owned Small Businesses (IVOSB).

To qualify as one of the above business classifications, your company must be at least 51% owned, controlled and actively managed by a person in one of the categories listed above.

### **Company Status**

Check the appropriate line below identifying your company's status per category(s) below:

\_\_\_\_\_ Minority Owned Business Enterprise (MBE)

\_\_\_\_\_ Women Owned Business Enterprise (WBE)

\_\_\_\_\_ Veteran Owned Small Business (VOSB)

Is your company's status certified with the IDOA? Yes \_\_\_\_ No \_\_\_\_

Please state any other certifications that your company currently has identifying it under the status category(s) stated above:

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**This information is not applicable to my business, firm or corporation, as the company does not fall into any of the above referenced categories. (Check Box) \_\_\_\_\_**

## Supplier Diversity Program

Does the Participant's business currently have a Supplier Diversity Program in place?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the Participant answered "Yes", please provide the contact information for the Participant's Program Coordinator:

## **Second Tier Business Relationships**

Identify all Second Tier Business Relationships Supplier has identified in this proposal with MBE / WBE / VOSB businesses:

- 2nd Tier is defined as -- Any supplier, regardless of type or size, which is contracted through a 1st tier supplier to Ivy Tech Community College of Indiana.)

[illegible]

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title:

Company: \_\_\_\_\_

Date: \_\_\_\_\_



(Submit With All Pay Applications)

FEIN= 9 digit Federal Employer Tax Identification Number  
CATEGORY= the category that best describes the contract or PO  
MBE= minority owned; WBE= women owned; VBE= veteran owned; DOBE= owner is disabled  
IDOA CERTIFIED= firm has active certification status with the Indiana Department of Administration; please see  
<https://www.in.gov/idoa/mwbe/2743.htm> and <https://www.in.gov/idoa/3067.htm>  
# of CONTRACTS= the total number of contracts or PO's with subcontractor  
VALUE of CONTRACTS= the total value of all contracts with subcontractor

	# of CONTRACTS	CONTRACT VALUE	\$ PAID
MBE	0	\$0	\$0
WBE	0	\$0	\$0
VBE	0	\$0	\$0
DOBE	0	\$0	\$0

**Additional Bidding and Contract Requirements**  
**for**  
**Ivy Tech Community College**

All bid specifications, contracts and subcontracts for the construction, alteration and/or repair of a building or other improvement at Ivy Tech Community College shall contain the provisions listed herein.

**A. Drug Testing:**

All Contractors and Subcontractor(s) shall maintain a drug-free workplace for all Ivy Tech projects. To accomplish this objective, a Contractor must adopt a written drug and alcohol testing policy which contains the following:

1. Require all employees to possess an identification card which indicates that the employee has passed a drug test within the past twenty-five months. This identification card shall bear the employee's name and an identification number assigned to that employee.
2. Require all employees to be tested for drugs and/or alcohol within forty-eight hours of a work-related accident or incident.
3. Require all employees to be tested for drugs and/or alcohol if a reasonable suspicion exists that they are impaired by drugs or alcohol.
4. Require that all substance abuse testing, at a minimum, be conducted in accordance with the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Programs" as set forth in the Federal Register.
5. Require that only laboratories certified by the Department of Health and Human Services/Substance Abuse and Mental Health Administration (DHHS/SAMSHA) shall perform urine testing for drugs.
6. Appoint a Medical Review Officer who will be responsible for reviewing positive test results, communicating these results to the affected employee, determining whether any verifiable explanation exists for the positive test

result, and advising the Employer of the revocation of an employee's drug testing card.

7. Establish initial and confirmatory cut-off levels for positive drug tests that conform to the levels set forth in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs." All positive tests must be confirmed by gas chromatography/mass technology.
8. Establish cut-off levels for alcohol testing that are equivalent to the values established by the United States Department of Transportation (DOT) under its Commercial Drivers License guidelines.
9. Create drug and alcohol testing procedures that protect the privacy of employees, guarantee a proper chain of custody for all samples, and afford employees with the opportunity to have independent retests of positive urine samples.
10. Require that the Contractor be responsible for the entire expense of administering this drug free workplace program including, but not limited to, the cost of all drug and alcohol testing, and the retention of Medical Review Officers.

A Contractor and or Subcontractor shall provide Ivy Tech with a written drug free workplace policy, which contains the above provisions, at least ten (10) days prior to commencing work under any contract.

**D. Minority Opportunities:**

Contractors and Subcontractors shall engage in their best efforts to recruit minority apprentices and trainees including participation in the Indiana Plan or its equivalent.

**E. Independent Contractors:**

All Contractors and Subcontractors shall solely use their own employees to perform any construction, alteration or repair work on an Ivy Tech project. A Contractor or Subcontractor shall not use or retain an individual or individuals acting in the capacity of independent contractor to perform any such construction work.

SECTION 00 42 00 – SUPPLEMENTAL BID PROPOSAL FORM

**SECTION 00 42 00**  
**BID PROPOSAL FORM**  
**BASE BID CONTRACTS**

Bidder Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: (        ) \_\_\_\_\_

Fax: (        ) \_\_\_\_\_

Number(s) and Title(s) of  
Bid Package(s) Bid Upon: \_\_\_\_\_

To: \_\_\_\_\_

Project:

I have received and carefully reviewed the Contract Documents prepared by:

I have also received Addenda No's \_\_\_\_\_ and have included their provisions in my Proposal. I have examined the Documents, Drawings, and the site, and submit the following Proposal.

In submitting this Proposal, I agree to the following:

1. To hold my bid open for ninety (90) days after receipt of bids.
2. To hold my bid for Alternates for ninety (90) days after award of the Contract.
3. To accept the provisions in the Instructions to Bidders.
4. To enter into and execute a Contract, if awarded on the basis of this Proposal.
5. To accomplish the Work in accordance with the Contract Documents.
6. To submit Certificates of Insurance for the coverage specified.
7. To accept the Construction Manager's Construction Sequence of the Work as described on the Milestone Schedule included in the contract drawings.

**BASE BID AND ALTERNATIVES:** I agree to execute the Work under each of the following Bid Package Number indicated for the lump sum amount(s) given therein. For alternative prices requested, indicate whether price is an add to or deduct from Base Bid.

SECTION 00 42 00 – SUPPLEMENTAL BID PROPOSAL FORM

BASE BID FOR BID PACKAGE NO: 07.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 07.2

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 07.3

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 08.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 08.2

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 09.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 09.2

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 14.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 14.2

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 21.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 22.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

SECTION 00 42 00 – SUPPLEMENTAL BID PROPOSAL FORM

ALTERNATE NO. 06:

ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 07:

ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 08:

ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 09:

ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 10:

ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 11:

ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

I have reviewed the complete set of bid documents and have included all costs in my proposal, including all allowances, those listed in Section 01 21 00 - Allowances and those included elsewhere.

**COMBINED BIDS:** Bidders desiring to submit a combined bid for two or more base bid areas of Work shall so indicate below, together with each Base Bid area included in the combined bid.

Included in Combined Bid: \_\_\_\_\_

LUMP SUM COMBINED BID \_\_\_\_\_ \$ \_\_\_\_\_



SECTION 00 42 00 – SUPPLEMENTAL BID PROPOSAL FORM

Use this form if Bidder is a Partnership:

IN TESTIMONY WHEREOF, the Bidder (a Firm) has hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Firm Name) \_\_\_\_\_

By \_\_\_\_\_

(Individual Names) \_\_\_\_\_

Use this form if Bidder is a Corporation:

IN TESTIMONY WHEREOF, the Bidder (a Corporation) has caused this proposal to be signed by its President and Secretary, and affixed its corporate seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(S E A L)

=====

SECTION 00 42 00 – SUPPLEMENTAL BID PROPOSAL FORM

EXAMPLE:

BASE BID FOR BID PACKAGE NO. 3.1

LUMP SUM One Thousand Dollars \$ 1000.00

BASE BID FOR BID PACKAGE NO: 01.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 02.2

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 02.3

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 03.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 03.2

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 03.3

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 04.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 05.1

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO: 05.2

LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_



SECTION 00 42 00 – SUPPLEMENTAL BID PROPOSAL FORM

BASE BID FOR BID PACKAGE NO: 23.1  
LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

BASE BID FOR BID PACKAGE NO. 26.1  
LUMP SUM \_\_\_\_\_ \$ \_\_\_\_\_

ALTERNATES

If awarded a Contract for the Work, the undersigned also proposes to furnish or to omit labor and material necessary to complete work as required by the following “Alternate Bids”. Should the Bidder awarded the work fail to fill in an Alternate Price and later it is determined that the contracted work is affected by the Alternate; the Subcontractor will be required to perform the work for no change in Contract Price.

The bidder is to indicate whether the cost of the alternate is an add or deduct to his/her Base Bid. If not indicated, the cost will be considered a deduct.

**EXAMPLE:**  
~~ADD/DEDUCT~~ *One Hundred Dollars* LUMP SUM \$ 100.00

ALTERNATE NO. 01:  
ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 02:  
ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 03:  
ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 04:  
ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

ALTERNATE NO. 05:  
ADD/DEDUCT \_\_\_\_\_ LUMP SUM \$ \_\_\_\_\_

SECTION 00 42 00 – SUPPLEMENTAL BID PROPOSAL FORM

**COMBINED BIDS:** Bidders desiring to submit a combined bid for two or more base bid areas of Work shall so indicate below, together with each Base Bid area included in the combined bid.

Included in Combined Bid: \_\_\_\_\_

LUMP SUM COMBINED BID \_\_\_\_\_ \$ \_\_\_\_\_

**COMBINED BIDS:** Bidders desiring to submit a combined bid for two or more base bid areas of Work shall so indicate below, together with each Base Bid area included in the combined bid.

Included in Combined Bid: \_\_\_\_\_

LUMP SUM COMBINED BID \_\_\_\_\_ \$ \_\_\_\_\_

I have also attached the following required submissions:

Supplemental Information about Company (AIA A305) (Specification 00 43 00) If Bidder has not received prequalified status.  
Bidder's Checklist (Specification 00 43 00)

Use this form if Bidder is Sole Proprietor:

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Bidder \_\_\_\_\_