

ADDENDUM # 3



Ball State University, Muncie IN
Geothermal Conversion - North Well Fields
BSU Project Number: 2009.067.01 BH
MEP Associates Project Number: B20.09.01

Issue Date: April 21, 2009
Revised Bid Opening Date: May 12, 2009

Owner: Ball State University, Muncie IN
Architect/Engineer: MEP Associates, LLC

To: Prospective Bidders.

1. This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated March 30, 2009, with amendments and additions noted below.
2. When Project Manual pages are reissued, modifications to the Project Manual are indicated as follows: Added text is shown in **bold face underlined type**. Deleted text is shown as ~~strikethrough~~.
3. This Addendum consists of three pages and attachments.

Index of Attachments:

- Contractor Test Well Locations SK #1.
- General Terms and Conditions - Test Well 04-21-09.
- Section 00400 Appendix L – Supplementary Bid Form 96.

Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may disqualify Bidder.

CHANGES TO BIDDING REQUIREMENTS

1. Bid opening date has been changed to Tuesday May 12, 2009 at 2:00pm, EDT. Location for the bid opening has been changed to L.A. Pittenger Student Center, Cardinal Hall B.
2. Contractor shall submit three complete bids including all work with the associated area. These will be submitted on "Supplementary Bid Form 96", Section 00400, Supplements to bid forms Appendix L. (Included as an attachment in this addendum):
 - a. Base Bid 1: Shall be for all work north of Cardinal Creek including the piping and directional bore under Cardinal Creek connecting loop field to future building.
 - b. Base Bid 2: Shall be for all work south of Cardinal Creek (not including the directional bore).

Addendum #3
April 21, 2009

Ball State University
Geothermal Conversion - North Well Fields

architects | engineers | commissioning

MEP Associates, LLC | 2720 Arbor Court, Eau Claire, WI 54701 | phone: 715.832.5680 fax: 715.832.5668 | www.mepassociates.com

- c. Combined Bid: Shall be the complete scope of work as shown on drawings and specifications.
3. As part of the bidding process contractors will be allowed to drill one test bore (a “test well”) to give contractors the opportunity to more accurately prepare a bid. Contractor shall contact BSU and pick a date and test well location (see attached sketch showing test well locations). Contractor shall submit a first and second choice for well location and dates to drill.
 - a. Well location and date will be given to contractors on a first come first serve basis.
 - b. Contact Mark Keever 765-285-1532 mkeever@bsu.edu.
 - c. Possible dates are April 22, 2009 till May 1, 2009.
 - d. Test well data results outlined in test well scope of work need to be submitted to Jim Lowe, jlowe@bsu.edu 765-285-2805 by 4PM EDT, May 1, 2009.
 - e. Contractors who accept the University’s offer to drill a test well shall be bound by the terms and conditions herein and in the attached General Terms and Conditions. Contractor agrees that contractor’s performance of the work constitutes full consideration, that Owner is not obligated to pay for the labor, materials, or other costs in connection with the performance of the test well, and that this agreement to allow testing is not to be considered an award of a public works project.
 - f. Mundell & Associates will be performing two tests requiring coordination with the well driller during performance of the test well.
 1. Water monitoring during the advancement of the soil/rock borings including samples of the discharge waters.
 2. Downhole electromagnetic conductivity test. This test will require approximately 1 hour after completion of the boring and before installation of the vertical piping.

CHANGES TO SPECIFICATIONS

1. Section 00400-5 Appendix A
 - a. Project Substantial Completion Date has been extended to August 1, 2010.
2. Section 01100
 - a. 1.3 B – Substantial Completion Date has been extended to August 1, 2010.
 - b. 1.6 C – Construction start time is 7AM.

TEST WELL SCOPE OF WORK.

1. All test wells will be staked by BSU.
2. Contractor shall bore well location selected on the date selected.
3. Well shall be bored according to Specification 02555 with the exception of the drilling technique. Contractor may choose drilling technique.
4. Piping, U-Bend, grout and etc shall be installed according to Specification 02555.
5. U-Bend pipe may be assembled in field as time frame does not allow pipe to be shipped from factory. Contractor shall maintain pipe assembly as close to factory conditions as possible.
6. Contractor shall submit report to BSU by 4PM EDT on May 1, 2009. This report will be shared with all contractors and included in a later addendum. Report shall include the following information:

- a. Contractor Name.
 - b. Method used for boring.
 - c. Well location.
 - d. Formations encountered and depths.
 - e. Date bored.
 - f. Diameter of bore.
 - g. Water encountered – depth and gpm.
7. Contractor shall follow requirements of Specification 02080 for Erosion and Pollution Discharge Control.

END OF ADDENDUM

GENERAL TERMS AND CONDITIONS

The following terms and conditions shall be attached to and considered a part of the Addendum #3, Geothermal Conversion - North Well Fields, BSU Project Number: 2009.067.01 BH (the "Addendum") to drill one test bore. Submittal of a request to the University to drill one test bore constitutes an acceptance of these terms and conditions and all other terms and conditions described within the Addendum.

1. **ACCEPTANCE** – The Addendum constitutes an offer by University to Contractor upon the terms and conditions stated herein and in the Addendum and shall become a binding contract upon acceptance thereof either by acceptance in writing or commencement of performance. No revisions to this project shall be valid unless in writing and signed by an authorized representative of University; and no condition stated by Contractor shall be binding upon University unless expressly accepted in writing by University. Contractor agrees to pay for all labor, materials and any other expense incurred for the project. The University will not assume or be liable for any costs or expenses incurred by the Contractor for the project.
2. **APPLICABLE LAW** – This agreement shall be construed and interpreted solely in accordance with the laws of the state of Indiana. Jurisdiction and venue regarding any dispute hereunder shall be vested in either the state courts of Delaware County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division.
3. **ASSIGNMENT** – Contractor shall not assign the project, or any part thereof, or delegate any performance hereunder, without the prior written consent of University and Contractor shall not be relieved of any liability under these General Terms and Conditions by reason of any such assignment or delegation.
4. **WARRANTY** – Contractor warrants all services to conform strictly to the specifications, drawings, sample specified or furnished or other descriptions specified in the Addendum. This warranty shall survive any inspection, delivery, acceptance or payment by the University of such services. If the services covered by the Addendum and these General Terms and Conditions fail to conform to this warranty, the University may reject such services and may either cancel the project or may require Contractor, without delay, to revise services. In the event of rejection, Contractor agrees to pay all expenses incurred in the revision of services.
5. **TERMINATION** - Regardless of the term, the University may terminate this Agreement by giving the Contractor two (2) days written or FAX notice of termination. Upon notice of such termination, the Contractor shall immediately stop all work hereunder and cause its subcontractor(s), if any, to cease their work under this contract.
6. **NONDISCRIMINATION** – The Contractor, or its subcontractor(s), if any, shall not discriminate against any qualified employee or applicant for employment in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, national origin or ancestry, disability or status as a disabled or Vietnam era veteran or any other basis prohibited by applicable law. The Contractor, or its subcontractor(s), if any, agrees to comply with all the provisions contained in Executive Orders No. 11246 and No. 11375, the Equal Employment Opportunity Clause requirements as set forth at 41 CFR 60-1.4, 41 CFR 60-250.22 and 41 CFR 60-741.5(a), which are hereby incorporated by reference and made a part hereof, and the nondiscrimination mandates of the Indiana Civil Rights Law as presently codified at Ind. Code § 22-9-1-1 et seq. As used therein the word "contractor" shall be deemed to mean "Contractor," and the word "contract" shall refer to this Agreement. In addition, the Contractor shall cause the Equal Opportunity Clauses references above to be included in their subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Orders No. 11246 and No. 11375 as amended.

7. **INSURANCE & WORKMEN'S COMPENSATION** – Contractor shall provide workers' compensation coverage for all employees engaged in the work as required by the appropriate state laws. General liability insurance shall be carried in the amount of not less than one million dollars (\$1,000,000) for injuries, including accidental death, occurring in any one accident. Property damage insurance shall be carried in the amount of not less than one million dollars (\$1,000,000). Contractor shall furnish the University with a certificate of insurance to evidence the foregoing requirements at least seven (7) days prior to the commencement of the work. Five (5) days notice in writing shall be given to the University of cancellation or material changes in the coverage required by this paragraph. If the Contractor in connection with this contract uses a subcontractor(s), such subcontractor(s) shall be subject to the same requirements as the Contractor. It is the Contractor's responsibility to maintain compliance of subcontractor(s). Ball State University is to be named as additionally insured.
8. **INDEMNIFICATION** - The Contractor shall indemnify and hold the University harmless against any and all losses, damages, cost or expenses, including reasonable attorney's fees incurred by the University as a result of any third-party claim that arises out of Contractor's performance hereunder. The parties' respective indemnification obligations shall survive the performance under this Agreement.
9. **COMPLIANCE WITH GOVERNMENT STATUTES AND REGULATIONS** – The Contractor warrants and certifies that in the performance of this contract it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including laws and regulations pertaining to labor, wages, hours and other conditions of employment, and applicable price ceilings, if any, and that the services delivered hereunder shall be produced or performed in compliance with the Fair Labor Standards Act.
10. **ADVERTISING** – Contractor agrees not to make reference to the University in any advertising material of any kind without the express written permission of the University.
11. **TIMELINE** - Following written approval from the University to the Contractor to proceed with the project, the Contractor must complete the project within the University's required time schedule. If the Contractor does not complete the project within the assigned time, the University may elect to terminate the project without notice. Due to the nature of the project, the University reserves the right to alter the assigned times if necessary for the efficient administration of the project. If the University terminates the project the Contractor will be allowed one (1) working day to remove Contractor's equipment. Thereafter, University will proceed to have the equipment removed from the site and Contractor shall be responsible to pay for any costs incurred in removing the equipment from the site incurred.

[Insert name of company] _____ agrees to the terms and conditions set forth in the Addendum #3, Geothermal Conversion - North Well Fields, BSU Project Number: 2009.067.01 BH and these General Terms and Conditions.

Signature (An authorized representative of company)

Printed Name

Title

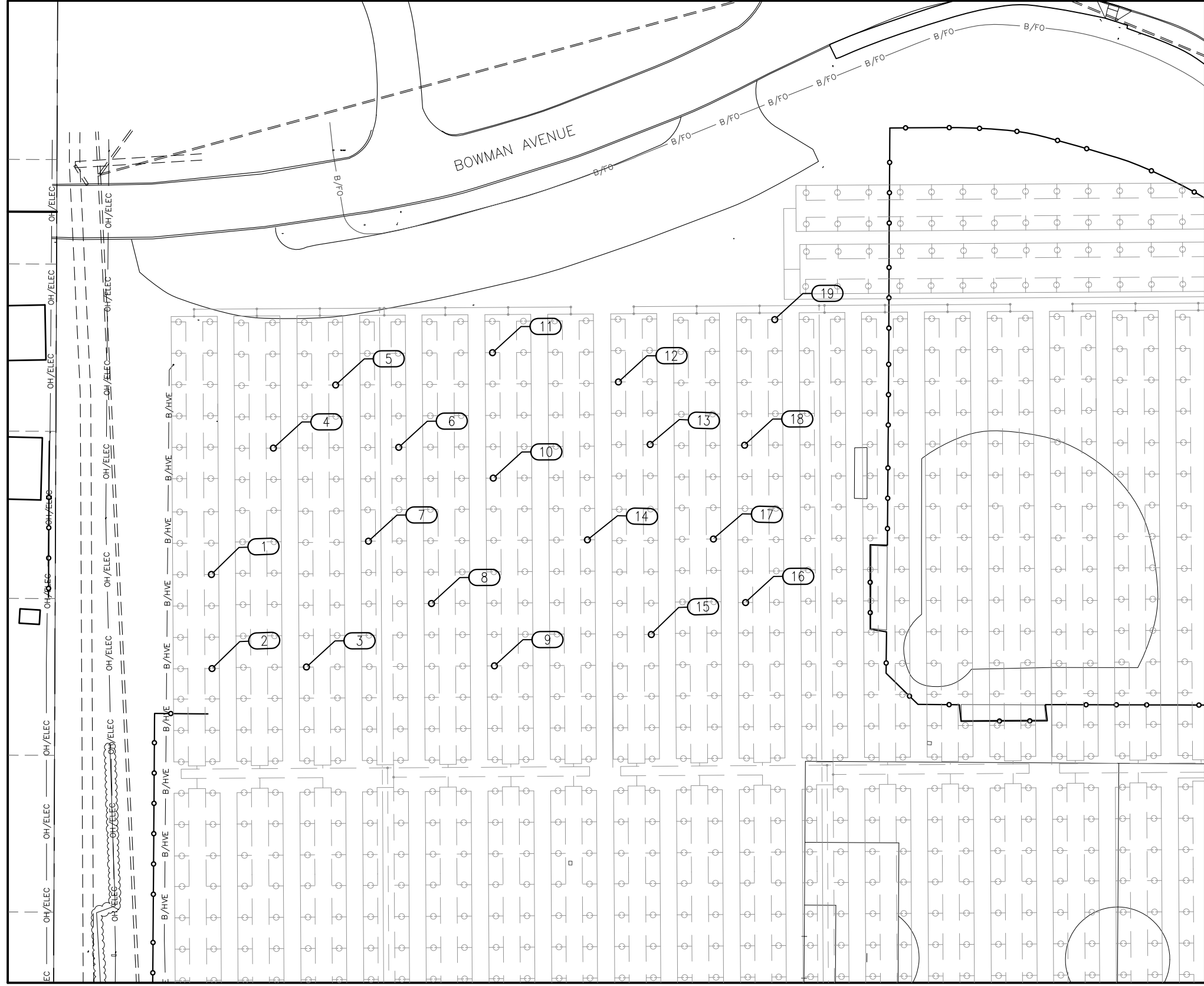
Date

APPENDIX L – SUPPLEMENTARY BID FORM 96

Base Bid 1: \$ _____

Base Bid 2: \$ _____

Combined Bid: \$ _____



MEP ASSOCIATES	
PROJECT	
GEOHERMAL CONVERSION NORTH WELL FIELDS Ball State University, Muncie, Indiana	
PROJECT	
ISSUE	
CAD: IN CHARGE: KEK	QA: JAU
ISSUE: ADDENDUM #3	DATE: 04.21.2009
ISSUE	
TEST WELL LOCATIONS	
CONTENTS	
SK #1	
SHEET NUMBER	