Tippecanoe County Board of Commissioners

Meeting
Monday, May 18, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at https://www.facebook.com/TippecanoeCountyIndiana/ and https://www.youtube.com/channel/UCJIeeA9ZQo9EllGdZTdjurQ/featured

I. PLEDGE OF ALLEGIANCE

II. PROCLAMATION

Bike Month & Bike to Work Day

Documents:

AGENDA05182020PROCLAMATIONBIKEMONTHBIKETOWORKDAY.PDF

III. APPROVAL OF MINUTES

Monday, May 4, 2020

Documents:

AGENDA05182020MINUTESFROM05042020.PDF

IV. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

V. PRESENTATION OF PAYROLL- PAULA BENNETT

VI. DIRECTIVE CONCERNING EMERGENCY STAY HOME PAY

Update

Documents:

AGENDA05182020DIRECTIVECONCERNINGEMERGENCYSTAYHOMEPAY.PDF

VII. HIGHWAY- STEWART KLINE

Local Roads & Bridges Grant Agreement- Indiana Department of Transportation

Verification Certificate for Indefinite Term Bond from TNT Concrete Inc for $5,000

Documents:

AGENDA05182020HIGHWAYLOCALROADSBRIDGESMATCHINGGRANTAGREEMENT.PDF
AGENDA05182020HIGHWAYVERIFICATIONCERTIFICATE.PDF

VIII. CHANGE ORDER FOR COURTHOUSE 5TH FLOOR HVAC PROJECT

Documents:

AGENDA05182020CHANGEORDERCOURTHOUSE5THFLOORHVAC.PDF

IX. AGREEMENT & CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Documents:

AGENDA05182020AGREEMENTFAIRGROUNDSPROJECT1.PDF
AGENDA05182020CHANGEORDERFAIRGROUNDSPROJECT2.PDF
AGENDA05182020CHANGEORDERFAIRGROUNDSPROJECT3.PDF

X. UNFINISHED/NEW BUSINESS

XI. REPORTS ON FILE

Clerk of the Circuit Court
Crystal Creek Boarding Kennel

Documents:

AGENDA05182020REPORTSONFILECLERK.PDF
AGENDA05182020REPORTSONFILECRYSTALCREEKBOARDINGKENNEL.PDF

XII. PUBLIC COMMENT

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at HTTPS://WWW.FACEBOOK.COM/TIPPECANOECOUNTYINDIANA/ and HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCJIEEA9ZQO9ELLGDZTDJURQ/FEATURED

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

Bike Month &

Bike to Work Day 2020

Proclamation

Whereas For more than a century, the bicycle has been an important part of the lives of most Americans; and

Whereas Today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent way of gaining and maintaining fitness, and a means of promoting quality family recreation;

Whereas The education of both cyclists and motorists as to the rights of cyclists to the public roadways, and the responsibilities thereby assumed, are important to ensure the safety of both cyclists and motorists; and

Whereas Bicycle groups throughout our nation, state, and city are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities;

Whereas Greater Lafayette is a growing, thriving community with transportation and recreation demands;

NOW THEREFORE

Tracy Brown, representing the Tippecanoe County Commissioners, Mayor Tony Roswarski and Mayor John Dennis, do hereby proclaim the month of May 2020 was **GREATER LAFAYETTE INDIANA BIKE MONTH**, and the day of September 22, 2020 as **GREATER LAFAYETTE INDIANA BIKE TO WORK DAY**, and command their observance to all citizens in the Greater Lafayette area.

Tony Roswarski, Mayor
City of Lafayette

John Dennis, Mayor
City of West Lafayette

Tracy Brown, Commissioner
Tippecanoe County

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, May 4, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

Commissioners present: President Tracy A. Brown, Vice President Thomas P. Murtaugh and Member David S. Byers.
Also present: Attorney Doug Masson remoted in, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary John Thomas.

I. PLEDGE OF ALLEGIANCE – President Brown called the meeting to order and lead the Pledge of Allegiance

II. APPROVAL OF MINUTES from Monday, April 20, 2020.

- Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. Motion carried.

III. PRESENTATION OF ACCOUNTS PAYABLE – Paula Bennett:

The claims from April 4, 2020 through May 4, 2020 were recommended for approval without exception.

- Commissioner Byers moved to approve the Accounts Payable as presented, second by Commissioner Murtaugh. Motion carried.

IV. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from May 1, 2020 was recommended for approval without exception.

- Commissioner Byers moved to approve the Payroll as presented, second by Commissioner Murtaugh. Motion carried.

V. HIGHWAY – Stewart Kline presented and recommended:

A. Awarding of the bid for CR500N and CR50W Intersection Improvement Project to Reith Riley for $1,055,384.50 with the $140,000 Alternate bid reduction for closing the road.
   - Commissioner Murtaugh moved to award the contract as presented, second by Commissioner Byers. Motion carried.

B. Letter approving the Highway Maintenance Division Summer Hours of four 10-hour days from May 26 to September 14 to provide more efficient use of employee time.
   - Commissioner Murtaugh moved to approve the summer hours as presented, second by Commissioner Byers. Motion carried.

C. Staff position changes that combine two positions and create one new position. All are Commit 3 with no change in costs. The resulting two Administrative Assistance positions do not need to go through the Personnel Committee but will need to be approved by County Council.
   - Commissioner Murtaugh moved to approve the staff position change as presented, second by Commissioner Byers. Motion carried.

VI. HUMAN RESOURCES – Shirley Mennen presented and recommended:

A. Agreement with Castlight and a new Service Order Form that is necessitated by internal changes from their being acquired by Anthem.
   - Commissioner Murtaugh moved to approve the contract and Form as presented, second by Commissioner Byers. Motion carried.

B. Reciprocity Agreement for MASE Trust Clinics that allows Tippecanoe County employees to use health clinics in Crawfordsville, Monticello, Kentland and several other small communities and visa-versa. Commissioner Murtaugh ask how many would use the Tippecanoe County Clinic and Mrs. Mennen stated that she felt that most would use the clinic closest to their home.
   - Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

VII. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

A. For the Circuit Court from the Indiana Supreme Court for Judge Persin's Veteran's Court in the amount of $6,500 to continue the program.
   - Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner Byers. Motion carried.

B. For the Sheriff's Office from the US Department of Justice for approximately $10,000 to purchase bullet proof vests.
   - Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.

C. For Community Corrections from the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) from the Bureau of Justice Assistance for continuation of the current programs.
   - Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

For the Health Department's COVID 19 program from CDBG funds in the amount of $100,000 to pay for isolating and quarantine of some COVID 19 individuals.
   - Commissioner Byers moved to accept the grant as presented, second by Commissioner Murtaugh. Motion carried.

VIII. FAIRGROUNDS PROJECT: Three Change Orders and One Agreement

A. With Davidson Excavating to remove some stormwater lines from the contract for a deduction of $17,757.
   - Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.

B. With Shepler Construction for new headers, sills and flashing in the amount of $5,744.
   - Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.

C. With J.R.Kelly for increased cement around the overhead doors in the amount of $2,699.
   - Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.

D. Agreement with Denny Excavating for demolition in the amount of $258,400.
   - Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

IX. CENTRAL OFFICES PROJECT (1950 S 18th Street, former YMCA) – Change Order:

With Central Indiana Glass to remove some exterior doors and glass from the contract for a deduction of $4,500.
   - Commissioner Murtaugh moved to approve the change order as presented, second by Commissioner Byers. Motion carried.

X. REPORTS ON FILE

-Tippecanoe County Building Commission

XI. UNFINISHED/NEW BUSINESS

Opening up of County Government Offices

Commissioner Murtaugh stated that the status quo has worked well, and this would be maintained through the week. The building will continue to be closed to the public with essential employees in the building and the remainder working from home.

Commissioner Brown stated that the Health Department recommended the County follow best practices, not let up too soon, keep the status quo, open slowly and in stages, have employees work remotely but still provide County services.

Commissioner Murtaugh stated that the Treasurer is accepting in person payments directly inside the front doors of the County Office Building from 8:00 to 4:30 through May 11.

Commissioner Byers encouraged employees to talk with their department head for direction.

Commissioner Murtaugh talked recently with Heather Maddox and she relayed that 60% of the households in Tippecanoe County had already completed the 2020 Census forms.

XII. PUBLIC COMMENT

John Thomas presented Amber Noll's County Extension Office update.

Commissioner Byers moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 5/18/2020

Minutes prepared by John Thomas, Recording Secretary

DIRECTIVE CONCERNING EMERGENCY STAY HOME PAY

This directive is being issued pursuant to Resolution 2020-10-CM concerning emergency stay home pay and updates and supersedes the Declaration Concerning Emergency Stay Home Pay dated March 24, 2020.

Resolution 2020-10-CM empowered the President of the Board of Commissioners to issue an emergency declaration requiring some or all County employees to refrain from coming to their work stations. On March 21, 2020, I issued a declaration of public health emergency determining that the COVID-19 pandemic presented a local disaster emergency within the meaning of IC 10-14-3-29. On March 23, 2020, the Governor of the State of Indiana issued Executive Order 20-08 concerning the COVID-19 public health emergency directing Hoosiers to stay at home except where leaving home was for essential activities. On May 1, 2020, the Governor updated the stay-at-home order with Executive Order 20-26 which began easing the stay at home directives.

Pursuant to the provisions of the above referenced authorities, I am issuing this updated directive concerning emergency stay home pay. Beginning with the Monday, May 18, 2020 work day, employees of Tippecanoe County shall no longer be eligible for emergency stay home pay. Beginning May 18, 2020, to receive compensation, employees shall, at the direction and discretion of their supervising Department Heads and supervising Elected Officials, work in person from their normal work stations, work remotely, or use some other form of paid time off such as vacation, sick leave, or the COVID-19 leave benefit (*See* Revised Declaration Concerning COVID-19 Leave Benefit, approved April 20, 2020 and effective April 1, 2020).

Dated this 14 day of May, 2020.

Tracy A. Brown, President
Tippecanoe County Board of Commissioners

The Directive by the President of the Tippecanoe County Board of Commissioners is hereby ratified by the Board of Commissioners of Tippecanoe County.

TIPPECANOE COUNTY BOARD OF COMMISSIONERS

Tracy A. Brown, President	Date
Thomas P. Murtaugh, Vice-President	Date
David S. Byers, Member	Date

ATTEST

Robert Plantenga, Auditor	Date

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-20- LG200090

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Department of Transportation (the "State") and **Tippecanoe County**, a Local Unit, (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of $ **400,000.00** (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in **Attachment A** of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written

agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

5. Grant Funding. Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

A. It may use the State funds only for the Project described in **Attachment A**;

B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:

   i. must immediately repay all grant funds provided to the State; and
   ii. may not participate in the grant program during the succeeding calendar year.

C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;

D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;

E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than $1 million**. The maximum amount of state funds allocated to the Project is $ **400,000.00**. The

Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than $1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;

B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.
A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of $25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

12. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

The State may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled.

A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508.htm.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204
E-mail: indotlpampo@indot.in.gov

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

B. Notices to the State regarding project management shall be sent to respective District Office:

INDOT Crawfordsville District
41 W 300 North
Crawfordsville, IN 47933
c/o Carla Sheets
Email: csheets@indot.in.gov

C. Notices to the Grantee shall be sent to:

Tippecanoe County
20 North 3rd Street
Lfayette, IN 47901
Stewart Kline
Email: skline@tippecanoe.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.
A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.
23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. N/A

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019* OAG/ IDOA *Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements; Project Monitoring was modified.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

AGREEMENT TO USE ELECTRONIC SIGNATURES

(Applicable to only to Grant Agreements processed through SCM)

In Witness Whereof, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee] **Tippecanoe County**

By: _____

_____
Name and Title, Printed
Date: _____

Indiana Department of Transportation

By: _____

_____(for)
Joseph McGuinness, Commissioner
Date: _____

Approved by:
Indiana Department of Administration

By: _____(for)
Lesley A. Crane, Commissioner

Date: _____

Approved by:
State Budget Agency

By: _____ (for)
Zachary Q. Jackson, Director

Date: _____

APPROVED as to Form and Legality:

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on September 13, 2019.

FA 19-45

This instrument was prepared by the undersigned attorney:

_____

Date: _____

Attorney:
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, IN 46204

ATTACHMENT A

PROJECT DESCRIPTION

Des No: **2001271**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **Bridge Replacement, Other Construction**

Location:

Route Name	From	To	
CR 100S	1205 feet east of CR 1025E	1695 feet east of CR 1025E	

Application ID: **8303**

A general scope/description of the Project is as follows:

This project replaces a forty (40) year old timber bridge carrying Tippecanoe County Road 100 S over Hog Run Creek. The new structure will be a three span solid precast box beam section with a composite concrete deck. The new structure will be approximately ninety (90) feet in length. The project will include approximately two hundred (200) feet of roadway reconstruction with new

The maximum amount of state funds allocated to the Project is $400,000.00

ATTACHMENT B
AWARD LETTER

INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N901
Indianapolis, Indiana 46204

PHONE: (317) 233-3680
FAX: (317) 234-8365

Eric Holcomb, Governor
Joe McGuinness, Commissioner

April 17, 2020

Tippecanoe County
Tom Murtaugh
20 North 3rd Street
Lafayette, IN 47901

RE: Community Crossing Matching Grant Fund 2020-1 Award Letter

Dear Tom Murtaugh:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
8303	$400,000.00	All
TOTAL	***$400,000.00***	

Preliminary award amounts are contigent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
- Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
- Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
- Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana 's infrastructure.

If you have any questions, please contact Susan Kemp, (765) 361-5228 or skemp@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Kathy Eaton-McKalip

Director of Local Programs
Indiana Department of Transportation

SUPPLEMENTARY SIGNATURES

Tippecanoe County Board of Commissioners

By: _____

Tracy A Brown, President
Name and Title, Printed
Date: May, 18, 2020

By: _____

Thomas P Murtaugh, Vice President
Name and Title, Printed
Date: May 18, 2020

By: _____

David S Byers, Member
Name and Title, Printed
Date: May 18, 2020

By: _____

_____
Name and Title, Printed
Date: _____

By: _____

_____
Name and Title, Printed
Date: _____

By: _____

_____
Name and Title, Printed
Date: _____

ATTEST:

By: _____

Robert A Plantenga, Auditor
Name and Title, Printed
Date: May 18, 2020

Hwy

Liberty Mutual. SURETY

VERIFICATION CERTIFICATE FOR INDEFINITE TERM BOND

The Ohio Casualty Insurance Company, Surety upon:

a certain Bond No.: **32S564467**

Cross Ref Bond No.:

dated effective: October 9, 2017

on behalf of: TNT Concrete Inc.

and in favor of: BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY

Amount of bond: $5,000.00

Description of bond: All County Right of Ways

and that the said bond remains in effect, subject to all its agreements, conditions and limitations, and ends only with the cancellation of said bond or other legal termination.

Signed and dated on: October 22, 2019

Surety Name: The Ohio Casualty Insurance Company

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary

Agency Name: McGowan Insurance Group, LLC

Agency Address: 3613 S 18TH ST STE E, LAFAYETTE, IN 47909-7365

Agency Telephone:

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: TNT Concrete Inc.
Agency Name: McGowan Insurance Group, LLC Bond Number: 32S564467
Obligee: BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY
Bond Amount: ($5,000.00) Five Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Timothy A. Mikolajewski** in the city and state of **Seattle, WA**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

The Ohio Casualty Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 22nd day of October, 2019.

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

By: Renee C. Llewellyn, Assistant Secretary

POAOutputOCe

The above **Verification Certificate** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: _____
Robert A. Plantenga, Auditor

AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
901-Tippecanoe Court House 5th Floor HVAC
301 Main Street
Lafayette, IN 47901

CHANGE ORDER NUMBER: 901-009
INITIATION DATE: 3/26/20

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Quality Plumbing & Heating
120 East McKinley Street
PO Box 428
Bunker Hill, IN 46914

PROJECT NUMBERS: 901 / 901
CONTRACT DATE: April 22, 2019
CONTRACT FOR: 1A HVAC CSI 23 00 00

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 901-016

[] Provide and install 2 KD frames and solid oak pre-finished doors along with hardware as specified.

[] Provide and install sliding glass window and c-top.

[] Provide and install access panel for Hvac accessibility for VAV unit.

[] Fix wall that was out of level.

Total **INCREASE** for this Change Order: **$11,199.00**

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User Notes: (3B9ADACB)

CHANGE ORDER 901-009 (EWO 901-016)

The original Contract Sum was	$	607,000.00
Net change by previously authorized Change Orders	$	75,435.79
The Contract Sum prior to this Change Order was	$	682,435.79
The Contract Sum will be increased by this Change Order in the amount of	$	11,199.00
The new Contract Sum including this Change Order will be	$	693,634.79

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Teeton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street Suite 201 Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Mike Roberts 5/6/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
Quality Plumbing & Heating	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
120 East McKinley Street PO Box 428 Bunker Hill, IN 46914	20 N.Third Street Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Joe Rosinski	David Byers
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes: (3B9ADACB)

AIA® Document A132™ – 2009

Standard Form of Agreement Between Owner and Contractor, *Construction Manager as Adviser Edition*

AGREEMENT made as of the Twelfth day of March in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Tippecanoe County Commissioners
20 N.Third Street
Lafayette, IN 47901
Telephone Number: (765) 423-9215
Fax Number: (765) 423-9196

and the Contractor:
(Name, legal status, address and other information)

Milestone Contractors, L.P.
3301 S. CR 460 East
Lafayette, IN 47905
Telephone Number: (765) 772-7500

BID PACKAGE 5B Paving Contract

for the following Project:
(Name, location and detailed description)

885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905
The approximately thirty-three (33) acre site located at 1406 Teal Road, Lafayette, IN 47905, will have a complete campus upgrade. Work includes major site improvements, electrical upgrades, demolition of obsolete buildings, construction of new buildings, added asphalt parking lots, etc... A more complete description is available within the CHA November 2017 Master Plan study provided to Tippecanoe County.

The Construction Manager:
(Name, legal status, address and other information)

Tecton Construction Management
102 North 3rd Street
Suite 201
Lafayette, IN 47901
Telephone Number: 765-429-5232

The Architect:
(Name, legal status, address and other information)

CHA Design/Construction Solutions

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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User Notes: (3B9ADA52)

Union Station
300 S. Meridian Street
Indianapolis, IN 46225
Telephone Number: (317) 786-0461
Fax Number: (317) 788-0957

The Owner and Contractor agree as follows.

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User Notes: (3B9ADA52)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

~~EXHIBIT A DETERMINATION OF THE COST OF THE WORK~~

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The Contractor shall be responsible for BID PACKAGE 5B Paving Contract work more fully described in Tecton Work Descriptions titled: "Fairground Renovations Project 885, Bid Phase 5" dated February 13, 2020 and Tecton Contract Documents

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Commencement: April 15, 2021

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

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User Notes: (3B9ADA52)

NA

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Substantial Completion: 5/20/21

Portion of the Work	Substantial Completion Date
.	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Failure to commence work or to achieve the completion of the work by the date shown on the Construction Manager's Project Construction Schedule, and as revised in the weekly Contractor meetings, due to the fault of the Contractor will result in the payment of liquidated damages to OWNER of $300.00 per day or 0.003 times the contract sum per day, whichever amount is greater, to be assessed as delays occur. If this Contractor falls behind the most current Construction Manager's Project Schedule by three (3) days, Tecton Construction Management, Inc. further reserves to right to hire additional help to bring the project back on schedule at the Contractor's expense.

NOTE: In the event Tecton Construction Management, Inc. waives liquidated damages for one portion of the schedule, that action does not eliminate the option, at the sole discretion of Tecton Construction Management, Inc., to assess liquidated damages for the other portions of the schedule.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section 4.2 below

[ ] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Five Hundred Fifty-Four THOUSAND Three HUNDRED DOLLARS and Zero CENTS ($ 554,300.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

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Alternate #1: Change intermediate asphalt mixture aggregate in 1 Aspalt Pavement Section Detail/C-501.2 from 19.0 mm to 25.0 mm.

§ 4.2.3 Unit prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Labor Rate	$/Hour	See Attached Time & Materials Agreement
Mark Up on Material	Percentage	10%
Mark Up on Equipment Rental	Percentage	10%
Mark Up on SubContractors	Percentage	10%

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~
-		

§ 4.2.4 Allowances included in the Stipulated Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
Owner directed paving patches and ADA access paths.	$10,000.00
Allowance references in Work Description Item 20.a.	Allowance to be applied at $20/1" of depth/SF.

~~Item~~	~~Allowance~~
-	

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price
§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

NA

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

NA

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

NA

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§4.3.6 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
NA		

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§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

NA

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

NA

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

NA

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Labor Rate	$	
Mark Up on Material	Percentage	
Mark Up on Equipment Rental	Percentage	
Mark Up on Subcontractors	Percentage	

~~Item~~	~~Units and Limitations~~	~~Price per Unit ($0.00)~~
-		

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed ($), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

NA

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

NA

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

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Item	Allowance
NA	

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

NA

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

The period covered shall be the twenty-sixth (26th) day of the previous month through the twenty-fifth (25th) day of the current month.

§ 5.1.3 Provided that ~~an Application for Payment is~~ AIA Forms G702 and G703 Application for Payment, Tecton Waiver of Lien are received, are received by the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the thirtieth (30th) day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than ~~( ) days~~ the next pay request period after the Construction Manager receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and ~~Architect~~ Owner may require. This schedule, unless objected to by the Construction Manager or ~~Architect,~~ Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, ~~less retainage of percent (%).~~ including only authorized and fully executed change order(s), less retainage of 10 percent (10%) for the first fifty percent (50%) of the contract and zero percent (0%) thereafter. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (%);~~ten percent (10%) for the first fifty (50%) of the contract and zero percent (0%) thereafter;

.3 Subtract the aggregate of previous payments made by the Owner; and

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.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

NA

§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;

.2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the

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Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232–2009;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232–2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

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§5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232–2009, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and

.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The ~~Architect~~ Construction Manager will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232–2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A232–2009.

[X] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009.

§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232–2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232–2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232–2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232–2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

seven (7) % per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

David Byers
20 N.Third Street
Lafayette, IN 47901

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Telephone Number: (765) 423-9215
Fax Number: (765) 423-9196
Mobile Number: (765) 404-8908
Email Address: dbyers@tippecanoe.in.gov
Owners On-site Representative:

- Stacy Abernathy, Project Manager
- 102 North 3rd Street, Suite 201
- Lafayette, IN 47901
- Telephone Number: 765-429-5232
- Fax Number: 765-429-5509
- Mobile Number: 765-237-1789
- Email Address: sabernathy@tectoncm.com

§ 8.4 The Contractor's representative:
(Name, address and other information)

Mark Nagle
3301 S. CR 460 East
Lafayette, IN 47905
Telephone Number: (765) 772-7500

Email Address: mark.nagle@milestonelp.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions ~~are~~ are, AIA Document A232–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
"Tippecanoe County Fairgrounds – Improvement Project – Phases 2 & 3" dated July 8, 2019.

Section	Title	Pages
DIVISION 00	PROCUREMENT AND CONTRACT REQUIREMENTS Provided by Construction Manager	
DIVISION 01	GENERAL REQUIREMENTS	

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083323	Overhead Coiling Doors	6
083613	Sectional Doors	7
084213	Aluminum-Framed Entrances	9
084313	Aluminum-Framed Storefronts	9
085113	Aluminum Windows	5
087100	Door Hardware	15
088000	Glazing	9
DIVISION 09	FINISHES	
092216	Non-Structural Metal Framing	9
092900	Gypsum Board	4
095113	Acoustical Panel Ceilings	7

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User Notes: (3B9ADA52)

096513	Resilient Base and Accessories	5
099000	Painting	9
DIVISON 10	SPECIALTIES	
101423.16	Room Identification Panel Signage	5
102239	Folding Panel Partitions	8
102600	Wall and Door Protection	4
102800	Toilet, Bath, and Laundry Accessories	6
104413	Fire Protection Cabinets	5
104416	Fire Extinguishers	3
105613	Metal Storage Shelving	4
DIVISION 11	EQUIPMENT	
111323	Portable Dock Equipment	2
116143	Stage Curtain	7
116653	Gymnasium Dividers	5
DIVISION 12	FURNISHINGS	
122413	Roller Window Shades	5
123623.13	Plastic-Laminate Countertops	4
126613	Telescoping Bleachers	14
DIVISION 21	FIRE SUPPRESSION	
210000	General Requirements for Fire Protection Systems	7
210004	Coordination with Other Trades	4
210500	Basic Fire Protection Materials and Methods	8
210529	Hangers, Supports, and Anchors	6
211313	Wet-Pipe Sprinkler System	9
211316	Dry-Pipe Sprinkler System	9
DIVISION 22	PLUMBING	
220000	General Requirements for Plumbing Systems	8
220004	Coordination with Other Trades	4
220500	Basic Plumbing Material and Methods	11
220519	Meters and Gages	5
220523	Valves	5
220529	Hangers, Supports, and Anchors	10
220533	Electrical Heat Tracing for Pipelines	2
220700	Plumbing Insulation	11
221116	Water Distribution Piping	6
221119	Plumbing Specialties	11
221123	Water Distribution Pumps	5
221124	Natural Gas Piping Systems	12
221316	Drainage and Vent Systems	7
223300	Electric Water Heaters	5
223400	Fuel-Fired Water Heaters	7
224000	Plumbing Fixtures	9
DIVISION 23	HEATING VENTALTING & AIR CONDITIONING	
230000	General Requirements for HVAC Systems	8
230004	Coordination with Other Trades	4
230500	Basic Mechanical Materials and Methods	10
230519	Meters and Gages	6
230529	Supports and Anchors	10
230593	Testing, Adjusting and Balancing	15
230700	Mechanical Insulation	12

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230800	FL Commissioning of HVAC	5
230900	Instrumentation and Control for HVAC	17
230993	Sequence of Operation	4
232300	Refrigerant Piping	8
232923	Variable Frequency Drive for HVAC Motor Control	5
233113	Metal Ducts	10
233300	Duct Accessories	7
233400	Fans	6
233713	Diffusers, Registers, and Grilles	2
237423	Gas-Fired, Make-Up Air Unit	3
237523	Rooftop Heating and Cooling Units	6
238126	Ductless, Split-System Air Conditioners	4
238200	Terminal Units	4
DIVISION 26	ELECTRICAL	
260010	Electrical Demolition	3
260500	Basic Electrical Requirements	7
260501	Basic Electrical Materials and Methods	6
260519	Building Wire and Cable	4
260523	Motor Power and Control Wiring	2
260526	Grounding and Bonding for Electrical Systems	7
260529	Hangers and Supports for Electrical Systems	6
260533	Raceways and Boxes for Electrical Systems	12
260536	Cable Trays for Electrical Systems	8
260553	Electrical Identification	3
260573-13	Overcurrent Protective Device Short-Circuit Study	5
260573-16	Overcurrent Protective Device Coordination Study	9
260583	Equipment Connections	2
260923	Lighting Control Devices	9
260943-16	Addressable-Luminaire Lighting Controls	9
262200	Dry-Type Transformers	3
262413	Switchboards	7
262416	Panelboards and Circuit Breakers	4
262726	Wiring Devices	3
262813	Fuses	2
262816	Safety Switches	3
262900	Motor Controllers	9
266119	LED Interior Lighting	11
265213	Emergency and Exit Lighting	6
265619	LED Exterior Lighting	9
DIVISION 27	COMMUNICATIONS	
270500	Basic Audio-Visual Requirements	23
270533	Telecommunications Raceway Systems	2
270553	Identification for Communication Systems	7
271100	Communications Equipment Room Fittings	4
271500	Communications Horizontal Cabling	14
274100	Professional Audio-Visual System	47
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	
281300	Access Control	26
282000	Video Surveillance	10
283111	Digital, Addressable Fire-Alarm System	19
DIVISION 31	EARTHWORK	

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311000	Site Clearing	5
312000	Earth Moving	6
312305	Structure Excavation, Backfilling and Compaction	7
312333	Trenching and Backfilling	7
312500	Erosion and Sediment Control	6
DIVISION 32	EXTERIOR IMPROVEMENTS	
321116	Subbase Courses	4
321216	Asphalt Paving	5
321630	Concrete Sidewalks	5
321723	Pavement Marking	2
323113	Chain Link Fence and Gates	8
329113	Soil Preparation	4
329200	Turf and Grasses	5
329300	Plantings	6
DIVISON 33	UTILITIES	
330500	Common Work Results for Utilities	14
330513	Manholes and Structures	5
313313-13	Ductile Iron Public Water Utility Distribution Piping	3
333110	Sanitary Utility Sewerage Piping	2
334100-20	High Density Polyethylene Storm Utility Drainage Piping	2

~~Section~~ ~~Title~~ ~~Date~~ ~~Pages~~

-

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Tippecanoe County Fairground Improvement Project Phases 2 & 3" ISSUED FOR BID July 8, 2019

~~Number~~ ~~Title~~ ~~Date~~

Number	Title	Date
	GENERAL	
G-001.2	Cover Sheet	6/17/19
G-002.2	General Notes & Legend	5/31/19
G-003.2	Scope of Work	5/31/19
G-004.2	Horizontal & Vertical Control	5/31/19
	CIVIL	
CD-101.2	Existing Conditions & Demolition – 1	5/31/19
CD-102.2	Existing Conditions & Demolition – 2	5/31/19
C-103	Site Layout & Utility Plan	10/17/18
C-105	Site Layout & Utility Plan	10/17/18
C-106	Site Layout & Utility Plan	10/17/18
C-201.2	Site Layout	5/31/19
C-201A.2	Site Layout Asphalt Alternate	5/31/19
C-205	Site Grading, Drainage and Erosion Control Plan	8/14/28
C-206	Site Grading, Drainage and Erosion Control Plan	8/14/18
C-301.2	Grading and Drainage Plan	5/31/19
C-302.2	Storm Profiles	5/31/19
C-303.2	Stormwater Pollution Prevention Plan (SWPPP) – 1	5/31/19
C-304.2	Stormwater Pollution Prevention Plan (SWPPP) – 2	5/31/19
C-401.2	Utility Plan	5/31/19
C-402.2	Sanitary Profiles	5/31/19

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C-501.2	Construction Details	5/31/19
C-502.2	Construction Details	5/31/19
C-503.2	Construction Details	5/31/19
C-504.2	Construction Details	5/31/19
C-601.2	Landscape Plan	5/31/19
C-602.2	Landscape Plan	5/31/19
C-603.2	Landscape Plan & Details	5/31/19
C-604.2	Landscape Details	5/31/19
C-605.2	Landscape Details	5/31/19
	STRUCTURAL	
S-001.2	Structural Notes and Abbreviations	5/31/19
S101.2	Foundation Plan – Plan	5/31/19
S-102.2	Foundation Plan – Area A	5/31/19
S-103.2	Foundation Plan – Area B	5/31/19
S-104.2	Foundation Plan – Area C	5/31/19
S-105.2	Foundation Plan – Area D	5/31/19
S-401.2	Partial Foundation Plan	5/31/19
S-501.2	Pier Details	5/31/19
S-502.2	Concrete Sections and Details	5/31/19
S-503.2	Concrete Sections and Details	5/31/19
S-504.2	Concrete Sections and Details	5/31/19
S-701.2	Concrete Typical Details	5/31/19
S-702.2	Concrete Typical Details	5/31/19
S-703.2	Masonry Typical Details	5/31/19
	ARCHITECTURAL	
A-001.2	Wall Types	6/17/19
A-002.2	Life Safety Plan	6/17/19
A-101.2	First Floor Plan	6/17/19
A-102.2	Partial First Floor Plan – Area A	6/17/19
A103.2	Partial First Floor Plan – Area B	6/17/19
A-104.2	Partial First Floor Plan – Area C and Mezzanine Plan	6/17/19
A-105.2	Partial First Floor Plan – Area D	6/17/19
A-106.2	Roof Plan and Connector Roof Plan	6/17/19
A-107.2	First Floor Reflected Ceiling Plan	6/17/19
A-108.2	First Floor Finish Plan	6/17/19
A-109.2	First Floor Signage Plan	6/17/19
A-401.2	Building Elevations	6/17/19
A-402.2	Building Sections	6/17/19
A-403.2	Building Sections	6/17/19
A-404.2	Building Sections & Wall Sections	6/17/19
A-405.2	Wall Sections & Details	6/17/19
A-406.2	Wall Sections & Details	6/17/19
A-407.2	Partition Details	6/17/19
A-408.2	Plan Enlargements – Restrooms	6/17/19
A-409.2	Finish Details	6/17/19
A-410.2	Connector Structure Details	6/17/19
A-411.2	Swine Barn	6/17/19
A-412.2	Canopy Details	6/17/19
A-413.2	Canopy Details	6/17/19
A-501.2	Door Schedule & Details	6/17/19
A-502.2	Storefront Details	6/17/19
A-503.2	Room Finish Schedule & Material Finish Legend	6/17/19
A-901.2	Perspectives	6/17/19
A-902.2	Interior Perspectives	6/17/19
	FIRE PROTECTION	

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FP-001.2	Legend, Abbreviations and Symbols	6/17/19
FP-101.2	First Floor Fire Protection Plan	6/17/19
FP-102.2	Partial First Floor Fire Protection Plan – Area A	6/17/19
FP-103.2	Partial First Floor Fire Protection Plan – Area B	6/17/19
FP-104.2	Partial First Floor Fire Protection Plan – Area C	6/7/19
FP-105.2	Partial First Floor Fire Protection Plan – Area D	6/17/19
FP-601.2	Fire Protection Details and Schedules	6/17/19
	PLUMBING	
P-001.2	Legend, Abbreviations and Symbols	6/17/19
P-010.2	Overall Underground Plumbing Plan	6/17/19
P-011.2	Partial Underground Plumbing Plan – Area A	6/17/19
P-012.2	Partial Underground Plumbing Plan – Area B	6/17/19
P-013.2	Partial Underground Plumbing Plan – Area C	6/17/19
P-014.2	Partial Underground Plumbing Plan – Area D	6/17/19
P-101.2	Overall First Floor Sanitary and Vent Plumbing Plan	6/17/19
P-102.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area A	6/17/19
P-103.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area B	6/17/19
P-104.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area C	6/17/19
P-105.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area D	6/17/19
P-201.2	Overall First Floor Potable Plumbing Plan	6/17/19
P-202.2	Partial First Floor Potable Plumbing Plan – Area A	6/17/19
P-203.2	Partial First Floor Potable Plumbing Plan – Area B	6/17/19
P-204.2	Partial First Floor Potable Plumbing Plan – Area C	6/17/19
P-205.2	Partial First Floor Potable Plumbing Plan – Area D	6/17/19
P-301.2	Plumbing Roof Plan	6/17/19
P-302.2	Partial Plumbing Roof Plan – Area A	6/17/19
P-303.2	Partial Plumbing Roof Plan – Area B	6/17/19
P-304.2	Partial Plumbing Roof Plan – Area C	6/17/19
P-305.2	Partial Plumbing Roof Plan – Area D	6/17/19
P-401.2	Enlarged Plans	6/17/19
P-402.2	Enlarged Plans	6/17/19
P-403.2	Enlarged Kitchen Plans	6/17/19
P-501.2	Plumbing Sanitary Riser Diagrams	6/17/19
P-502.2	Plumbing Potable Riser Diagram	6/17/19
P-503.2	Plumbing Natural Gas Riser Diagram	6/17/19
P-601.2	Plumbing Details	6/17/19
P-701.2	Plumbing Schedules	6/17/19
	MECHANICAL	
M-001.2	Legend, Abbreviations and Symbols	6/17/19
M-101.2	First Floor Mechanical Plan	6/17/19
M-102.2	Partial First Floor Mechanical Plan – Area A	6/17/19
M-103.2	Partial First Floor Mechanical Plan – Area B	6/17/19
M-104.2	Partial First Floor Mechanical Plan – Area C	6/17/19
M-105.2	Partial First Floor Mechanical Plan – Area D	6/17/19
M-106.2	Roof Mechanical Plan	6/17/19
M-107.2	Partial Roof Mechanical Plan – Area A	6/17/19
M-108.2	Partial Roof Mechanical Plan – Area B	6/17/19
M-109.2	Partial Roof Mechanical Plan – Area C	6/17/19
M-110.2	Partial Roof Mechanical Plan – Area D	6/17/19
M-601.2	Mechanical Details	6/17/19
M-602.2	Mechanical Details	6/17/19
M-701.2	Mechanical Schedules	6/17/19
	ELECTRICAL	
E-001.2	Legend, Abbreviations and Symbols	6/17/19
E-002.2	Electrical Demolition Site Plan	6/17/19

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E-003.2	Electrical Site Plan - West	6/17/19
E-004.2	Electrical Site Plan – East	6/17/19
E-005.2	Site Electrical Single Line Diagrams	6/17/19
E-100.2	Overall Building Plan	6/17/19
E-101.2	Electrical Lighting First Floor Plan – Area A	6/17/19
E-102.2	Electrical Lighting First Floor Plan – Area B	6/17/19
E-103.2	Electrical Lighting First Floor Plan – Area C	6/17/19
E-104.2	Electrical Lighting First Floor Plan – Area D and E	6/17/19
E-105.2	Electrical Mezzanine Lighting Plan	6/17/19
E-201.2	Electrical Power First Floor Plan – Area A	6/17/19
E-202.2	Electrical Power First Floor Plan – Area B	6/17/19
E-203.2	Electrical Power First Floor Plan – Area C	6/17/19
E-204.2	Electrical Power First Floor Plan – Area D and E	6/17/19
E-205.2	Electrical Mezzanine Power Plan	6/17/19
E-206.2	Electrical Roof Power Plan – Area A	6/17/19
E-207.2	Electrical Roof Power Plan – Area D	6/17/19
E-301.2	Electrical Systems First Floor Plan – Area A	6/17/19
E-302.2	Electrical Systems First Floor Plan – Area B	6/17/19
E-303.2	Electrical Systems First Floor Plan – Area C	6/17/19
E-304.2	Electrical Systems First Floor Plan – Area D	6/17/19
E-305.2	Electrical Systems Mezzanine Plan	6/17/19
E-306.2	Electrical Fire Alarm Plan – Area A	6/17/19
E-307.2	Electrical Fire Alarm Plan – Area B	6/17/19
E-308.2	Electrical Fire Alarm Plan – Area C	6/17/19
E-309.2	Electrical Fire Alarm Plan – Area D	6/17/19
E-401.2	Enlarged Plans	6/17/19
E-402.2	Enlarged Plans	6/17/19
E-403.2	Enlarged Plans	6/17/19
E-501.2	Electrical Schedule Sheet	6/17/19
E-601.2	Coliseum One-Line and Grounding Riser Diagrams	6/17/19
E-602.2	Switchboard Schedules and Elevations	6/17/19
E-603.2	System Riser Diagrams	6/17/19
E-604.2	Panelboard Schedules	6/17/19
E-605.2	Panelboard Schedules	6/17/19
E-606.2	Panelboard Schedules	6/17/19
E-701.2	Electrical Details	6/17/19
E-702.2	Electrical Details	6/17/19
E-703.2	Electrical Details	6/17/19
	VIDEO	
T-001.2	Technology Cover Sheet	6/17/19
T-101.2	First Floor Loudspeaker Location Plan	6/17/19
T-102.2	Partial First Floor Technology Plan – Area A	6/17/19
T-103.2	Partial First Floor Technology Plan – Area B	6/17/19
T-104.2	Partial First Floor Technology Plan – Area C	6/17/19
T-105.2	Partial First Floor Technology Plan – Area D	6/17/19
T-106.2	Mezzanine Technology Plan	6/17/19
T-401.2	Technology Enlargements	6/17/19
T-501.2	Technology Riser Diagrams	6/17/19
T-502.2	Technology Details and Riser Diagrams	6/17/19
T-601.2	Technology Schedules	6/17/19

§ 9.1.6 The Addenda, if any:

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Number	Date	Pages
1	2/26/20	3
2	2/27/20	1
3	2/27/20	3

~~Number~~	~~Date~~	~~Pages~~
-		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

.1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

NA.

.3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

NA

.4 Other documents, if any, listed below:

(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Attached: "Milestone Contractors, L.P. - Time & Materials Work Agreement" dated 3/2/2020

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
INSURANCE REQUIREMENTS	
All Contractors will be required to provide up-to-date CERTIFICATES OF INSURANCE evidencing insurance as stated in the summary below. All Contractors will be required to add TECTON CONSTRUCTION MANAGEMENT (CONSTRUCTION MANAGER) and TIPPECANOE COUNTY BOARD OF COMMISSIONERS (OWNER) as additional insureds under their GENERAL LIABILITY policy with respect to any other insurance afforded to Owner and Contractor.	
The insurance coverage herein shall be sufficient type, scope, and duration to ensure coverage for the Contractor and Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor of Owner in relation to the Project. Subcontractor agrees to maintain the above insurance for the benefit of the Contractor and Owner for a period of ten years, or the expiration of the Statute of Limitations, whichever is later.	
Summary:	
COMPREHENSIVE GENERAL LIABILITY:	
General Aggregate Limit (to apply per project)	$2,000,000.00
Products and Completed Operations	$2,000,000.00
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Medical Expense Limit	$5,000.00
Show Owners and Tecton Construction Management, Inc. as additional insureds.	
WORKERS COMPENSATION	
State	Statutory
Employer's Liability	
Each Accident	$500,000.00
Disease - Policy Limit	$500,000.00
Disease - Each Employee	$500,000.00
COMPREHENSIVE AUTOMOBILE LIABILITY:	
Each Accident - Combined Single Limit	$1,000,000.00
(Coverage to apply to any auto including hired, borrowed, & non-owned automobiles.	
UMBRELLA EXCESS LIABILITY	$1,000,000.00

There is a Payment/Performance Bond Required for this project.

This Agreement is entered into as of the day and year first written above. Fairground Renovations (885). BID PACKAGE 5B Paving Contract

OWNER*(Signature)*
David Byers, County Commissioner

(Printed name and title)

CONTRACTOR*(Signature)*
Mark Nagle, Estimator

(Printed name and title)

Init.
/

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MILESTONE CONTRACTORS, L.P.

Time & Material Work Agreement

(See back for terms and conditions.)

885

MCLP #: _____

CUSTOMER NO.: _____

DATE: 03/02/20

DESCRIPTION/SCOPE OF WORK: Fairground Renovations, Project 885 Bid Phase 5

ADDRESS/LOCATION TIPPECANOE COUNTY

JOB NO.:

DATE EFFECTIVE: January 1, 2020 to December 31, 2020

EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL

OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

EQUIPMENT (OPERATOR NOT INCLUDED)			
DESCRIPTION	HOURLY RATE	HOURS USED	TOTAL ($)
ASPHALT PAVER 8'	$230.00		$0.00
ASPHALT PAVER 10'	$280.00		$0.00
DISTRIBUTOR	$125.00		$0.00
BACKHOE	$70.00		$0.00
SCRAPER 613	$145.00		$0.00
EXCAVATOR LARGE	$225.00		$0.00
EXCAVATOR MEDIUM	$155.00		$0.00
EXCAVATOR SMALL	$97.50		$0.00
DOZER MEDIUM	$97.50		$0.00
DOZER SMALL	$85.00		$0.00
GRADER LARGE	$110.00		$0.00
GRADER SMALL	$60.00		$0.00
RUBBER TIRE LOADER	$98.00		$0.00
WHEEL TRACTOR	$65.00		$0.00
STATIC ROLLER	$45.00		$0.00
ROLLER VIBRATORY ASPHALT	$110.00		$0.00
ROLLER VIBRATORY DIRT	$85.00		$0.00
ROLLER SHEEPSFOOT 815	$155.00		$0.00
LOWBOY TRACTOR & TRAILER	$110.00		$0.00
WATER TRUCK	$85.00		$0.00
SINGLE AXLE FLATBED	$60.00		$0.00
WALK/HAND CONCRETE SAW	$30.00		$0.00
AIR COMPRESSOR/ATTACHMENTS	$40.00		$0.00
GRINDER ATTACHMENTS	$50.00		$0.00
MTL/SKID STEER	$75.00		$0.00
PICKUP TRUCK	$40.00		$0.00
POWER BROOMS	$55.00		$0.00
SIDE PAVER	$140.00		$0.00
VacALL SWEEPER TRUCK	$145.00		$0.00
	Rental Equipment See Note (i)		
	Rental Equipment See Note (i)		

LABOR	STRAIGHT TIME		TIME + 1/2		DBL. TIME		
	RATE	HR	RATE	HR	RATE	HR	TOTAL ($)
LABORER	$74.00		$94.00		$114.00		$0.00
OPERATOR	$97.00		$127.00		$156.00		$0.00
TEAMSTER	$83.00		$108.00		$132.00		$0.00
CARPENTER	$88.00		$111.00		$135.00		$0.00
MECHANIC	$97.00		$127.00		$156.00		$0.00
FOREMAN	$75.00		$96.00		$117.00		$0.00
SUPERINTENDENT	$93.00		$127.00		$162.00		$0.00
HRLY SUPERINTENDEN	$95.00		$126.00		$157.00		$0.00

MATERIALS & SUPPLIES	QUANTITY	UNIT	PRICE ($)	TOTAL ($)
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00

TRUCKING CO.	HOURS	# OF TRUCKS	TOTAL ($)
			$0.00
			$0.00

SUBCONTRACTORS (Items of work performed)	TOTAL ($)

Milestone Contractors, L.P.

By: M. A. Nagle

Printed: MARK A. NAGLE

Title: DIRECTOR OF ESTIMATING

Owners Authorized Representative

By:

Printed:

Title:

Time & Material #: _____

Total: $0.00

Revision: (04/1/13)

Office Copy - White Owner Copy - Yellow MCLP Superintendent Copy - Pink

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP4 885-003
INITIATION DATE: 4/17/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address):*
J. R. Kelly Company, Inc.
3450 Concord Road
Lafayette, IN 47909

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 20, 2019
CONTRACT FOR: 4A-Concrete

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-044

[] Changes to excavation, concrete, reinforcing, and anchor bolts to accommodate CHA Design Information Bulletin No. 04 dated 09/20/19.

Subtotal for EWO 885-044: **$7,652.00**

EWO 886-063

[] Winter Weather Allowance Time and Material Tickets:		
[] JRK Ticket #023374	**$2,047.39**	
[] JRK Ticket #023375	**$848.74**	
[] JRK Ticket #023376	**$527.01**	
[] JRK Ticket #023377	**$1,047.30**	
[] JRK Ticket #023378	**$718.65**	
[] JRK Ticket #21275	**$1,914.84**	
[] JRK Ticket #21277	**$239.55**	
[] JRK Ticket #21278	**$167.99**	
[] JRK Ticket #21281	**$383.28**	
[] JRK Ticket #023381	**$431.19**	
[] JRK Ticket #023382	**$1,101.93**	
[] JRK Ticket #21276	**$191.64**	
[] JRK Ticket #21279	**$407.25**	
[] JRK Ticket #21280	**$574.92**	
[] JRK Ticket #24049	**$6,680.17**	
[] Non Chloride Accel to 2/12/2020	**$2,127.00**	
[] Subtotal	**$19,408.85**	
[] Deduct from Allowance	**-<$6832.90>**	
[] Remaining Subtotal	**$12,575.95**	
[] OHP	**$1,257.60**	
[] Bond	**$149.40**	
Subtotal for EWO 885-063:		**$13,982.95**

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User Notes: (3B9ADAC5)

EWO 885-073

[] **DEDUCT** to change from wet curing slabs-on-grade to integral E5 Cure Compound admixture.

Subtotal for EWO 885-073: **-<$29,499.00>**

EWO 885-088

[] Winter Weather Concrete T&M Tickets: 24051, 24050, 24052, 24053, 24054, 24055, 24056, 24057, 24058.

[] #2 Stone for Construction Access road (PR-008).

Subtotal for EWO 885-088: **$20,896.00**

Total **INCREASE** for this Change Order: **$13,031.95**

CHANGE ORDER BP4 885-003 (EWO 885: 44; 63; 73; 88)

The original Contract Sum was	$	1,888,000.00
Net change by previously authorized Change Orders	$	5,173.00
The Contract Sum prior to this Change Order was	$	1,893,173.00
The Contract Sum will be increased by this Change Order in the amount of	$	13,031.95
The new Contract Sum including this Change Order will be	$	1,906,204.95

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street Suite 201 Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Mike Roberts 5/13/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
J. R. Kelly Company, Inc.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
3450 Concord Road Lafayette, IN 47909	20 N.Third Street Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Tim Brigham 04-29-20	David Byers
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes: (3B9ADAC5)

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Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP4 885-004
INITIATION DATE: 5/7/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
J. R. Kelly Company, Inc.
3450 Concord Road
Lafayette, IN 47909

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 20, 2019
CONTRACT FOR: 4A-Concrete

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-064

[] Information Bulletin No. 7 thickened slab extension under bleachers.

Total **INCREASE** for this Change Order: **$7,197.00**

The original Contract Sum was	$	1,888,000.00
Net change by previously authorized Change Orders	$	18,204.95
The Contract Sum prior to this Change Order was	$	1,906,204.95
The Contract Sum will be increased by this Change Order in the amount of	$	7,197.00
The new Contract Sum including this Change Order will be	$	1,913,401.95

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street, Suite 201, Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Mike Roberts 05/12/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
J. R. Kelly Company, Inc.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
3450 Concord Road, Lafayette, IN 47909	20 N.Third Street, Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Tim Brigham 05-11-20	David Byers
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes:

(3B9ADABA)

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT Form No. 46-CR

Required by IC 33-32-3-6

MONTH ENDING April 30, 2020 (Clerk's Account) County

CHARGES (Daily Balance Record and ISETS Daily Support Book)

1 Fees payable to the State	$	811,210.54
2 Fees payable to the County	$	87,803.88
3 Fees payable to city or town	$	-
4 Trust funds	$	3,225,880.94
5 Support-ISETS	$	50,708.66
6 Judgment Collections	$	13,030.10
7 Cash on Hand	$	-
8 Bank Fees	$	-
9 Bank Acct Discrepancy & Converted Liability	$	(190,650.90)
10 Unclaimed Funds & Refund	$	1,411.37
11 TOTAL CHARGES	$	**3,999,394.59**

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

12 Odyssey Bank Account	BANK	$	2,609,862.30		
13 Quest Bank Account	BANK	$	6,877.48		
14 Isets Bank Account	BANK	$	50,126.34		
15	BANK				
16 Subtotal: Daily Balance Record (46) (Lines 12 thru 15)		$	**2,666,866.12**		
17 ISETS Monthly Clerk's Support Record (246MCR)					
18 TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 16 + 17				$	**2,666,866.12**
19 Investments on hand at close of business last day of month					$1,331,609.64
20 Cash in office at close of business last day of month				$	600.00
21 TOTAL					3,999,075.76
22 Cash Short (Add)					318.83
23 Cash Long (Deduct)					
24 PROOF (Line 11)		$	**3,999,394.59**	$	**3,999,394.59**

DEPOSITORY RECONCILEMENT

25 Balance per Statement(s)		$	3,147,490.12		
Subtotal Depository Balances		$	**3,147,490.12**		
26 Deduct outstanding checks		$	559,579.90		
27 **Net depository balance**		$	**2,587,910.22**		
28 Deposits in transit	(see list below)	$	34,447.06		
29 Bank fees		$	277.00		
30 INTEREST BEARING TRUST ACCOUNT		$	-		
31 MISC RECONCILING ITEMS	(See attached)		$37,480.53		
32 Participant recoupments (short)		$	6,751.31		
33 Agency recoupments					
34 Balance in all depositories (line 18)		$	**2,666,866.12**	$	**2,666,866.12**
35 PROOF				$	-

State of Indiana, Tippecanoe County: ss: I The undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Dated this 7th of May, 2020

Julie Roush, Tippecanoe County Clerk

(SEAL)

1. Clerk: Retain WHITE copy
   File 3 copies with Auditor

2. Auditor: File CANARY copy with County Board of Finance
   File PINK copy with Board of County Commissioners
   Transmit GOLDENROD copy to State Board of Accounts

FILED

MAY 11 2020

AUDITOR OF TIPPECANOE CO.

Crystal Creek Boarding Kennel
7109 Goldsberry Road
Battle Ground, IN 47920-9744

May 11, 2020
Board of Commissioners of Tippecanoe County
County Office Building
20 North Third Street
Lafayette, IN 47901-1214

REF: County animal control activity for March 2020

Attached are the animal control summary sheets for March. As of May 11, 2020, all animals were placed except 6 dogs and 20 cats. No animal was euthanized in March.

Thank you,

Bernard W. Wulle
Juanita Pollock
Owners, Crystal Creek Kennel

Month: March 2020

Crystal Creek Boarding Kennel
Monthly Report for Tippecanoe County Government

Date	Dogs Brought to Kennel					Cats Brought to Kennel					Return to Owner	
	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Dogs	Cats
1												
2								2				
3												
4	2											
5									1		1	
6								1				
7												
8									4			
9					2							
10				1							1	
11	1							1	1			
12					1							
13	2											
14	2								1		1	
15	2											
16								3	2			
17									6			
18												
19												
20	1			1								
21												
22												
23	1											
24								1				
25								1				
26												
27												
28								1	1			
29			1									
30				1								
31	2								2			
Total												
	13	0	1	3	3	0	0	10	20	0	3	0

Total Dogs: 20 | Total Cats: 30 | Total Dogs Returned: 3 | Total Cats Returned: 0