# 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

**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/UCJIeeA9ZQo9EIlGdZTdjurQ/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. ORDINANCE 2020-02-CM REGULATION OF TRAFFIC IN A RESIDENTIAL COMPLEX

*Second Reading*

Documents:

AGENDA05182020ORDINANCE 2020 02 CM REGULATIONTRAFFICERESIDENTIALCOMPLEX2NDREADING.PDF

## VIII. 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

## IX. GRANT(S)- AMANDA BALSER

Documents:

AGENDA05182020GRANTSINDIANASTATEDEPHEALTH.PDF

## X. RESOLUTION 2020-17-CM RURAL TRANSPORTATION

Authorizing Resolution Template
FTA Certifications & Assurances
Pass-through Agreement

Documents:

AGENDA05182020RURALTRANSPORTATIONAUTHORIZINGRESOLUTIONTEMPLATE.PDF
AGENDA05182020RURALTRANSPORTATIONFTACERTIFICATIONSASSURANCES.PDF
AGENDA05182020RURALTRANSPORTATIONPASSTHROUGHAGREEMENT.PDF

## XI. TEMA

Professional Services Agreement

Documents:

AGENDA05182020TEMAPROFESSIONALSERVICESAGREEMENT.PDF

## XII. CHANGE ORDER FOR COURTHOUSE 5TH FLOOR HVAC PROJECT

Documents:

AGENDA05182020CHANGEORDERCOURTHOUSE5THFLOORHVAC.PDF

## XIII. AGREEMENT & CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Documents:

AGENDA05182020AGREEMENTFAIRGROUNDSPROJECT1.PDF
AGENDA05182020CHANGEORDERFAIRGROUNDSPROJECT2.PDF
AGENDA05182020CHANGEORDERFAIRGROUNDSPROJECT3.PDF

## XIV. UNFINISHED/NEW BUSINESS

## XV. REPORTS ON FILE

Clerk of the Circuit Court
Crystal Creek Boarding Kennel

Documents:

AGENDA05182020REPORTSONFILECLERK.PDF
AGENDA05182020REPORTSONFILECRYSTALCREEKBOARDINGKENNEL.PDF

## XVI. 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 |

**ORDINANCE NO. 2020- -CM**
**ADDING TIPPECANOE COUNTY CODE CHAPTER 74**
**REGULATION OF TRAFFIC IN A RESIDENTIAL COMPLEX**

**WHEREAS**, the Indiana General Assembly has authorized units to regulate traffic in residential complexes pursuant to IC 9-21-18-4.1 where the owners of such complexes request such regulation; and

**WHEREAS,** IC 9-21-18-4.1 requires units wishing to regulate such traffic to adopt an ordinance with specified provisions and to enter into agreements containing specified terms with owners of residential complexes seeking regulation;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Tippecanoe County, Indiana, that the Tippecanoe County Code be amended by adding a new Chapter 74 reading as follows:

**74.01 DEFINITIONS**

(a) As used in this Chapter, "residential complex" means any multi-unit residential complex that contains at least five (5) units and which contains private drives, roadways, or streets.

(b) As used in this Chapter, "moving traffic violation" means a violation occurring in the operation of a motor vehicle while the motor vehicle is in motion and which would be a violation of Indiana law if committed upon a public roadway.

(c) As used in this Chapter, "enforcement contract" means a contract entered into between the Sheriff or the Sheriff's designee with the owner of a residential complex to enforce the provisions of this chapter.

**74.02 AUTHORITY TO ENTER INTO CONTRACTS**

(a) The Sheriff is hereby authorized to enter into enforcement contracts on behalf of Tippecanoe County with an owner of the residential complex who submits in writing to the Board of Commissioners of Tippecanoe County a request that Tippecanoe County enforce this residential complex traffic regulation ordinance.

(b) An enforcement contract must comply with the requirements of IC 9-21-18-4.1 and this section.

(c) The enforcement contract must require the owner of the residential complex to install signs notifying residents of and visitors to the residential complex of the relevant portions of this Chapter. Such signs must be placed in a sufficient number of locations to clearly mark where this Chapter applies. A sign placed at the entrance to the complex does not satisfy this subdivision.

(d) The enforcement contract may not charge the owner of the residential complex a fee for enforcing this Chapter.

(e) Enforcement of this Chapter may not begin until the enforcement contract is executed by the owner and the Sheriff or the Sheriff's designee.

(f) All revenue derived from fines, penalties, or other charges shall be distributed in the same manner as if the fines, penalties, or other charges arose out of violations committed on a public roadway.

**74.03 LIABILITY**

(a) Pursuant to IC 9-21-18-4.1(i), an owner that enters into an enforcement contract is not subject to liability or other adverse legal consequence arising out of the manner in which a law enforcement agency discharges its duties under the enforcement contract.

(b) Pursuant to IC 9-21-18-4.1(j), a residential complex or its owner is not subject to liability or adverse legal consequence for not entering into an enforcement contract. The failure to enter into an enforcement contract is not admissible in any legal proceeding brought against a residential complex or its owner.

**74.04 VIOLATIONS**

(a) It shall be a violation of this chapter for any person to commit a moving traffic violation at or within a residential complex at which the County and an owner have entered into an enforcement contract under this Chapter.

(b) An electronic ticket for the moving traffic violation shall be issued in the same manner as if the violation had been committed on a public roadway.

(c) The fine for a violation shall be the same as if the violation had occurred on a public roadway.

Presented to the Board of Commissioners of Tippecanoe County, Indiana, and approved on first reading this _____ day of _____, 2020, by the following vote:

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

____ _____
Tracy A. Brown, President

____ _____
Thomas P. Murtaugh, Vice President

____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

Presented to the Board of Commissioners of Tippecanoe County, Indiana, and approved on second reading this _____ day of _____, 2020, by the following vote:

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

____ _____
Tracy A. Brown, President

____ _____
Thomas P. Murtaugh, Vice President

____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

**REQUEST BY OWNER FOR TRAFFIC ENFORCEMENT IN RESIDENTIAL COMPLEX**

The undersigned is the owner of a residential complex containing 25 or more units with private drives, roadways, or streets and hereby submits this request to the Board of Commissioners of Tippecanoe County asking that Tippecanoe County enforce traffic laws at said residential complex in a manner consistent with traffic laws on the public roadways, County Code Chapter 74, and IC 9-21-18-4.1. I understand that this process will require me to enter into an enforcement agreement with the Sheriff of Tippecanoe County.

_____
(Signature)

Owner Name: _____
(printed)

Owner Address: _____

_____

Phone number: _____

Location of residential complex: _____

RETURN TO:

Board of Commissioners of Tippecanoe County
20 N. 3rd Street
Lafayette, IN 47901

**RESIDENTIAL COMPLEX TRAFFIC REGULATION ENFORCEMENT CONTRACT**

The undersigned Owner is the owner or person authorized to execute this agreement by the owner of a residential complex containing 25 or more units with private drives, roadways, or streets described in Exhibit A ("Property"), attached hereto and made part hereof.

Owner has submitted a written request, consistent with the provisions of IC 9-21-18-4.1 to the Board of Commissioners of Tippecanoe County, asking that Tippecanoe County enforce Chapter 74 of the Tippecanoe County Code concerning regulation of traffic in a residential complex on the Property.

Owner and the Sheriff of Tippecanoe County hereby agree as follows:

1. Owner shall install signs notifying residents and visitors to the Property that moving traffic violations are enforced. Said signs must be placed in a sufficient number of places to clearly mark where the enforcement will apply. A sign placed solely at the entrance to the complex does not satisfy this subdivision.

2. The provisions of IC 9-21-18-4.1 and Chapter 74 of the Tippecanoe County Code are incorporated by reference and made part hereof. A copy of Chapter 74 is attached hereto as Exhibit B.

3. The Sheriff shall not charge Owner a fee for enforcement under this contract.

**Date:** _____

**Sheriff of Tippecanoe County**

_____

**Owner:**

**By:**_____

**Name:**_____

**Title:**_____

**Address:**_____

**Phone Number:**_____

EXHIBIT A - DESCRIPTION OF RESIDENTIAL COMPLEX

EXHIBIT B - COPY OF CHAPTER 74 ORDINANCE

# 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

Indiana State Department of Health
An Equal Opportunity Employer

**Eric J. Holcomb**
*Governor*

**Kristina Box, MD, FACOG**
*State Health Commissioner*

May 5, 2020

Tippecanoe County Health Department
629 N. 6th St. Ste A
Lafeyette, IN 47901

Dear Amanda Balser:

Thank you for your proposal for immunization funds for the 2020-2021 fiscal year. After careful review, we have identified funds and are able to support your request in the amount of $55000. We have submitted the request to start the contract with an expected start date of 7/01/2020. We look forward to working with you over this next grant period and know that great things will happen in Tippecanoe County.

I do apologize for the delay in getting the award notice sent to you. As many of you know, Kevin McCormack, Business Manager, retired as of April 3, 2020. This combined with the redirection of many Immunization Division staff to COVID-only activities, we are working hard to get everything covered for the next grant year. Until a replacement is hired for Kevin, please continue to send all invoices and quarterly reports to our generic invoicing mailbox at immunizationinvoicing@isdh.in.gov.

Thanks again for your proposal and the great work that you do. If you have any questions regarding the review of your application, the dollar being awarded or the terms of the contract, please do not hesitate to contact me or Jill King.

With kind regards,

Dave McCormick

Jill M. King

Dave McCormick, Director
Immunization Division
317.233.7010 office
317.408.7438 mobile
317.233.3719 fax
dmccormick@isdh.in.gov

Jill King, Deputy Director
Immunization Division
317.233.8460 office
317.416.2351 mobile
317.972.0111
jiking@isdh.in.gov

# AUTHORIZING RESOLUTION TEMPLATE

Resolution No. 2020-17CM

Resolution authorizing the filing of an application for a grant under Section 5311/5339 of the Federal Transit Act, as amended.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal

Transit Administration (FTA) to support capital, operating and feasibility study assistance projects for nonurbanized public transportation systems under Section 5311 of the FTA Act of 1964, as amended.

WHEREAS, the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311/5339 grants for public transportation projects.

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY **Tippecanoe County:**

1. That **Thomas P. Murtaugh, Board of Commissioners** on behalf of **Tippecanoe County** is authorized to make the necessary assurances and certifications and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services.

2. That **Area IV Agency on Aging and Community Action Programs, Inc** is authorized to execute and file an application on behalf of **Tippecanoe County** with the INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.

3. That **Area IV Agency on Aging and Community Action Programs, Inc** is authorized to furnish such additional information as INDOT may require in connection with the application.

4. That **Area IV Agency on Aging and Community Action Programs, Inc** is authorized to execute grant contract agreements on behalf of **Tippecanoe County**.

CERTIFICATE

The undersigned duly qualified and acting **Legal Advisor** of the **Tippecanoe County,**
certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of **Tippecanoe County** held on **05/18/2020**.

_____

Signature of Recording Officer – Doug Masson
Tippecanoe County Attorney

_____

Date

**FTA CERTIFICATIONS and ASSURANCES**

APPLICANTS MUST DOWNLOAD THE FOLLOWING DOCUMENT WITHIN THE APPROPRIATE SECTION OF THE ONLINE APPLICATION. SYSTEMS MUST COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO THE APPROPRIATE SECTION OF THE ONLINE APPLICATION.

*Not every provision of every certification will apply to every applicant or award. lf a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying instructions document for more information.*

*Text in italics is guidance to the public. lt does not have the force and effect of law and is not meant to bind the public in any way. lt is intended only to provide clarity to the public regarding*

## CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

*All applicants must make the certifications in this category.*

### 1.1. Standard Assurances.

*The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

**1.2. Standard Assurances: Additional Assurances for Construction Projects.**

*This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.*

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### 1.3. Procurement.

*The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.*

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317-200.326 "Procurement Standards;

(b) Federal laws, regulations, and requirements applicable to FTA procurements; and

(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

### 1.4. Suspension and Debarment.

*Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.*

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency.

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification.

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

**1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.**

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

## CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

*Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is sub}ect to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.*

*This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.*

*An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. lf an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA's regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.*

*On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.*

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

(a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and

(b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

## CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

*lf the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title Vll, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust,} joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.*

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

## CATEGORY 4. LOBBYING.

*lf the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following*

*certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.*

*This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.*

**4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**4.2. Statement for Loan Guarantees and Loan Insurance.**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

*lf the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.*

### 5.1. Charter Service Agreement.

*To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.*

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

### 5.2. School Bus Agreement.

*To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.*

(a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:

  (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.

  (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:

(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

## CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

*lf the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).*

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

## CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

### 7.1. Rolling Stock Buy America Reviews.

*lf the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.*

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

### 7.2. Bus Testing.

*lf the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a ma}or change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.*

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

## CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

*lf the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation lnfrastructure Finance and lnnovation Act ("TlFlA") (23 U.S.C. §§ 601-609) or State lnfrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).*

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

## CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

*lf the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).*

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

## CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

*lf the applicant will apply for an award under any subsection of the Fixed Guideway Capital lnvestment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital lnvestment Grants Pilot Program (Pub. L. 114-94, div. A, title lll, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title lll, § 3005(b)(3)(B).*

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

## CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

*lf the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*lf the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.*

*lf the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).*

*Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.*

## CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

*lf the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and lndividuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.*

*ln addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and lndividuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).*

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

## CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

*lf the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).*

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

## CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

*lf the applicant will apply for an award for a project that will include assistance under the Transportation lnfrastructure Finance and lnnovation Act ("TlFlA") Program (23 U.S.C. §§ 601-609) or the State lnfrastructure Banks ("SlB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital lnvestment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).*

*Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.*

## CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

*lf the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital lnvestment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.*

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

## CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

*lf the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.*

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
(b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
(c) Compliant with the requirements of 49 C.F.R. part 674, "Sate Safety Oversight".

## CATEGORY 17. DEMAND RESPONSIVE SERVICE.

*lf the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.*

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

## CATEGORY 18. INTEREST AND FINANCING COSTS.

*lf the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital lnvestment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the*

*Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and

(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

## CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

*lf the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title l, § 191.*

The applicant certifies the following:

(a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;

(b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and

(c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

## CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

*lf the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway*

*public transportation system, visit* https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

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## FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

The Applicant certifies to the applicable provisions of categories 01-20; __X__ (mark with 'x')

or;

The Applicant certifies to the applicable provisions of the categories it has selected:

### Category (mark all applicable provisions with 'x')

___ 01 Certifications and Assurances Required

___ 02 Public Transportation Agency Safety Plans

___ 03 Tax Liability and Felony Convictions

___ 04 Lobbying

___ 05 Private Sector Protections

___ 06 Transit Asset Management Plan

___ 07 Rolling Stock Buy America Reviews and Bus Testing

___ 08 Urbanized Area Formula Grants Program

___ 09 Formula Grants for Rural Areas

___ 10 Fixed Guideway Capital Investment Grants

___ 11 Grants for Buses and Bus Facilities Programs

___ 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs

___ 13 State of Good Repair Grants

___ 14 Infrastructure Finance Programs

___ 15 Alcohol and Controlled Substances Testing

___ 16 Rail Safety Training Oversight

___ 17 Demand Response Service

___ 18 Interest and Financing Costs

___ 19 Construction Hiring Preferences

___ 20 Cybersecurity Certification for Rail Rolling Stock and Operations

**FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES**
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

**AFFIRMATION OF APPLICANT**

Name of the Applicant: **Tippecanoe County**

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: 5/18/2020

Name Thomas P. Murtaugh - Tippecanoe County Board of Commissioners Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

**Tippecanoe County**
As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: 5/18/2020

Name Doug Masson Attorney for Applicant

*Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.*

**Pass-through Agreement**

THIS AGREEMENT made this 18 day of May, 2020 among **Tippecanoe County**, acting through the county commissioners (hereinafter referred to as the "Applicant") and **Area IV Agency on Aging and Community Action Programs, Inc** a private nonprofit corporation, (hereinafter referred to as the "Service Provider"), by its duly authorized representative(s), whose mailing address is: **660 North 36th Street, Lafayette, IN 47903**

**WITNESSETH**

WHEREAS, the Applicant has made application for the Operating and/or Capital Assistance Program under section 5311 of the Federal Transit Act with the Application incorporated and made a part of this Agreement.

WHEREAS, the goals of the Operating and Capital Assistance Programs are to enhance access to people in non-urbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment.

WHEREAS, the Service Provider has the expertise and desire to provide said transportation; and

WHEREAS, the Applicant has agreed by resolution, or such similar instrument, to subcontract with the Service Provider.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Applicant and Service Provider agree as follows:

***SECTION I: Purpose***

The purpose of this Agreement is to provide for the undertaking of rural public transportation services to the general public in and around **Tippecanoe County,** Indiana.

***SECTION II: Project Implementation***

The Service Provider agrees, based on the Grant Assistance provided, to undertake and complete the Project as filed with the approval of the Indiana Department of Transportation ("INDOT") and the Federal Transportation Administration ("FTA") in accordance with the terms and conditions of this Agreement.

***SECTION III: Project Duration***

The Service Provider shall commence activities associated with the Project from **01/01/2021 to 12/31/2021**, as described in the 5311/5339 Application and other required documents requested by FTA and INDOT.

***SECTION IV: Level of Funding***

Reimbursement to the Service Provider shall be through a cost reimbursement contract. These expenditure levels are contingent upon the necessary State and Federal funds to operate the Project. If State or Federal funding sources are not available and alternative funding cannot be obtained, the Project will be adjusted so as not to incur un-reimbursable expenses.

***SECTION V: Eligible Project Expenditures***

Project expenditures eligible for reimbursement under the Cost Reimbursement Contract are only for those expenditures which are eligible for Section 5311 reimbursement and are further identified in the budget form accompanying the Applicant's Application.

Federal Office of Budget and Management Circular 2 CFR 200 shall be used as guidance in establishing cost principals applicable to the grant.

***SECTION VI: Reimbursement***

Eligible Project costs will be reimbursed to the Service Provider by the Applicant on a quarterly basis and no later than 3-5 business days after the Applicant has received payment by INDOT.

***SECTION VII: Financial Statement***

The Service Provider shall submit to the Applicant, no less than 7 days prior, quarterly operating claims, capital claims, financial statements, records, and fiscal documents that are required for Applicant review and approval prior to submission of such documents to INDOT or FTA as may be deemed necessary. The quarterly reports shall include revenue and expense statements including a detailed report of expenses by budget category as identified in the Budget accompanying the Applicant's Application. Furthermore, the Service Provider shall attend no less than quarterly, commissioner or applicant governing board meetings in order to present, discuss, and answer any questions or concerns relevant to such financial claims and documents. Service Providers must also submit to the Applicant an annual certified audit performed by an independent Certified Public Accountant ("CPA"). The Service Provider shall develop and maintain financial reports which are necessary for the effective control and management of operations and shall maintain financial records required by funding sources in accordance with generally accepted accounting procedures.

***SECTION VIII: Audit and Inspection***

The Service Provider shall permit the Applicant, INDOT, FTA, or their authorized representative, to inspect all vehicles, facilities and equipment purchased by the Applicant, including those obtained through the Section 5311 Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Service Provider shall also permit the above-named persons to the books, records and accounts of the Service Provider pertaining to the Project. Service Provider will be subject to audits and inspections at any time, and without notice if necessary, by the applicant, INDOT and FTA to ensure compliance of the Service Provider. Any overpayment to the Service Provider as determined by an audit must be immediately refunded to the Applicant.

***SECTION IX: Use of Applicant's Equipment***

Any vehicles, equipment or facilities purchased under the Section 5311/5339 Assistance Program and titled in the name of the Applicant, hereinafter referred to as "Capital Assets," are hereby leased to the Service Provider for an annual fee of $1.00. The vehicles, equipment or facilities covered by this lease shall only be used by the Service Provider for the purpose of rural public transportation services. Any fares, fees or other proceeds, including leases or sub-lease obtained by the Service Provider, shall be

used in the performance of the transportation services and shall be reported quarterly to the Applicant. Any such proceeds shall be deducted from the monthly operating costs as allowed.

The Service Provider will maintain minimum levels of proper liability, collision, and property damage insurance for the service provided in conjunction with Indiana Insurance requirements required for for-hire transportation providers.

Upon the release of Capital Assets by FTA and INDOT, or in the event the Project is terminated, the Applicant will transfer ownership of any Capital Assets for which the Service Provider has provided the required local matching funds to the Service Provider.

***SECTION X: Consultant Contracts***

Contracts for consultant services in excess of $10,000 must be submitted by the Service Provider for review and prior approval by the Applicant, INDOT and FTA. The Applicant and/or Service Provider will abide by the requirements of FTA Circular 4220.1F (Third Party Contracting Requirements) in procuring services.

***SECTION XI: Project Monitoring and Evaluation Data***

The Service Provider shall provide all data for the monitoring and evaluation of the Project as requested by the Applicant, INDOT and/or FTA. The Service Provider shall provide necessary information such as ridership, vehicle, hours of service, operations costs and revenues when such information is requested by the Applicant, INDOT and/or FTA.

***SECTION XII: Changes in Project Scope or Budget***

The Service Provider shall immediately notify the INDOT, FTA and the Applicant of any change in conditions, or of any event, which will adversely affect its ability to perform the Project in accordance with the provisions of this Agreement.

***SECTION XIII: Labor Protection***

Provisions of the Department of Labor Special Section 5333(b) Warranty signed by the Service Provider and the Applicant are hereby incorporated into this Agreement.

***SECTION IXV: Equal Employment Opportunity***

In connection with the execution of this Agreement, the Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and treated fairly during their employment. Such action shall include, but not be limited to the following: employment, upgrade, demotion, or transfer, recruitment, or advertising, layoffs, or termination, rate of pay, or other forms of compensation; and selection for training including apprenticeship.

***SECTION XV: Non-Discrimination***

The Service Provider agrees that as a condition to the Agreement that no otherwise qualified disabled person shall, solely by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, income status, or limited English proficiency, be excluded from participation in, be

denied, the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Applicant through funding by the United States Department of Transportation.

***SECTION XVI: Civil Rights Act of 1964***

The Service Provider shall comply with all requirements imposed under Title VI of the Civil Rights Act of 1964 (78 Stat. 252), as amended, and any and all regulations issued pursuant thereto (CFR Title 49, Subtitle A, Part 21).

***SECTION XVII: Section 5311 Program Compliance***

The Service Provider shall comply with all other assurances and regulation included in the Section 5311 Program as cited in the 5311/5339 Application.

***SECTION XVIII: Termination***

The Applicant may, by written notice to the Service Provider, terminate the Project and cancel this Agreement.

***SECTION IXX: Agreement Changes***

Any proposed change in this Agreement must have the approval of both the Applicant and the Service Provider prior to becoming effective.

***SECTION XX: Dispute***

Any dispute concerning a question of fact in connection with purposes contained within this Agreement shall be referred to the Commissioner of INDOT, whose decision shall be final.

***SECTION XXI: Responsibility for Claims and Liability***

The Service Provider shall be responsible for and save harmless the Applicant for all damage to life and property due to activities of the Service Provider, its subcontractors, agents or employees, in connection with the execution of the Project.

***SECTION XXII: Employment Eligibility Verification***

All Indiana governmental employers are required to utilize E-Verify to verify the work eligibility of all employees hired after June 30, 2011. Additionally, all Indiana employers who have "public contracts for services" with a state agency or receive grants exceeding $1000 from a state agency will also be required to participate in the E-Verify Program. The obligation for private employers will arise as a result of governmental employers (*i.e.* state agencies) being obligated to require recipients of public service contracts and grants in excess of $1000 entered into after or renewed after June 30, 2011, to participate in E-Verify. In order to enroll in the E-Verify program contractors, grantees & sub-grantees may search www.everify.uscis.gov/enroll.

**IN WITNESS WHEREOF**, Area IV Agency on Aging and Community Action Programs, Inc and Tippecanoe County have caused this Agreement to be executed in their respective names.

**EXECUTED THIS 18 DAY OF May, 2020**

Date: _____

By: _____

Signature of Authorized Representative of Applicant – Thomas P. Murtaugh

Date: _____

By: _____

Signature of Authorized Service Provider Representative – Elva A. James

**CERTIFICATION OF APPLICANT'S ATTORNEY**

I affirm that to the best of my knowledge the Applicant and Service Provider are in total compliance with all items and conditions of the grant agreement executed between the Indiana Department of Transportation and the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances or of the performances of the Project.

Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Applicant, Service Provider and INDOT.

By: _____

Doug Masson – Attorney for Tippecanoe County

_____

Date

# PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between Tippecanoe County Emergency Management Agency (hereinafter referred to as "County") and Jillian K. Joffe (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County Emergency Management Agency requires the provision of professional services as described herein in connection with assisting emergency management and health department staff with collection of data required for COVID 19 response and recovery efforts, and Contractor is a skilled professional desiring and able to provide such services on the terms set forth in this Agreement.

SECTION I. DUTIES OF CONTRACTOR

1.01 The Contractor shall provide services related to the Supply Unit and to the Cost Unit. With respect to the Supply Unit Duties, Contractor shall: assist in ordering and managing resources and supplies for incident support; track delivery of incident-related resources and supplies; maintain inventory of available supplies; help forecast resource and supply needs; and assist with distribution of all incident related resources and supplies. With respect to the Cost Unit Duties, Contractor shall assist in collecting and recording cost data; maintain cumulative incident cost records; assist with cost-effectiveness analysis; and assist with cost estimates and cost saving recommendations for the incident.

1.02 Contractor shall also provide additional services as agreed with the Director of the Emergency Management Agency or the Director's designee.

SECTION II. TERM

2.01 This Agreement shall commence upon full execution of the parties, and shall have an initial term ending August 7, 2020. Thereafter, the Agreement shall continue from month to month until terminated.

2.02 This Agreement may be terminated by either party for cause or convenience upon thirty (30) days prior written notice.

SECTION III. COMPENSATION

3.01 Contractor shall be compensated for services rendered under the Agreement at the rate of fourteen dollars ($14) per hour, not to exceed thirty (30) hours or four hundred twenty dollars ($420) per week.

3.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to County. County shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION IV. GENERAL PROVISIONS

4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.

4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

4.03 Confidentiality of County Information. Contractor understands that confidential information may be provided to it or obtained from County during the performance of its services that Contractor may not, without prior written consent of the County, disclose such confidential information to a person not in the County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records.

Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the County that is required to be kept confidential by County pursuant to Indiana law.

4.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Jillian K. Joffe
3344 Woodmar Court
West Lafayette, IN 47906

To County:

Tippecanoe County
Emergency Management Agency
629 N. 6th Street
Lafayette, IN 47901

With copy to:
Tippecanoe County Board of Commissioners
20 N. 3rd Street
Lafayette, IN 47901

4.05 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.06 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.

4.07 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the County and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the County of Tippecanoe. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

4.08 Attorneys' Fees. Contractor shall be liable to the County for reasonable attorneys' fees incurred by County in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

4.09 Compliance with IC 22-5-1.7 – E-Verify Program. If Contractor has any employees, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, Contractor will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. Contractor affirms under penalties for perjury that Contractor does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Contractor

By: _____ Date:_____

Printed: _____

Title: _____

County

By: _____ Date:_____

# 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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**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<br>Suite 201<br>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<br>PO Box 428<br>Bunker Hill, IN 46914 | 20 N.Third Street<br>Lafayette, IN 47901 |
| **ADDRESS** | **ADDRESS** |
| **BY** *(Signature)* | **BY** *(Signature)* |
| Joe Rosinski | David Byers |
| *(Typed name)* **DATE:** | *(Typed name)* **DATE:** |

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# 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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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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TABLE OF ARTICLES

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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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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<br>Provided by Construction Manager | |
| DIVISION 01 | GENERAL REQUIREMENTS | |


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| 011000 | Summary | 3 |
| 014000 | Quality Requirements | 6 |
| 104534 | Structural Tests and Special Inspections | 7 |
| 017700 | Closeout Procedures | 2 |
| 017823 | Operation and Maintenance Data | 6 |
| 017839 | Project Record Documents | 4 |
| 017900 | Demonstration and Training | 3 |
| DIVISION 02 | EXISTING CONDITIONS | |
| 024119 | Selective Demolition | 5 |
| DIVISION 03 | CONCRETE | |
| 033000 | Cast-In-Place Concrete | 19 |
| DIVISION 04 | MASONRY | |
| 042200 | Concrete Unit Masonry | 12 |
| 047200 | Cast Stone Masonry | 7 |
| DIVISION 05 | METALS | |
| 054000 | Cold-Formed Metal Framing | 8 |
| 055000 | Metal Fabrications | 9 |
| 055213 | Pipe and Tube Railings | 7 |
| DIVISION 06 | WOOD, PLASTICS, AND COMPOSITES | |
| 061000 | Rough Carpentry | 4 |
| 066400 | Plastic Paneling | 3 |
| DIVISION 07 | THERMAL AND MOISTURE PROTECTION | |
| 071113 | Bituminous Dampproofing | 4 |
| 072100 | Thermal Insulation | 3 |
| 072413 | Polymer-based Exterior Insulation and Finish Systems (EFIS) | 7 |
| 072413.13 | Formed Metal Wall Panels | 8 |
| 075223 | Ethylene-Propylene-Diene-Monomer (EPDM) Roofing | 13 |
| 076200 | Sheet Metal Flashing and Trim | 7 |
| 077200 | Roof Accessories | 6 |
| 077253 | Snow Guards | 3 |
| 078413 | Penetration Firestopping | 9 |
| 079200 | Joint Sealants | 8 |
| DIVISION 08 | OPENINGS | |
| 081113 | Hollow Metal Doors and Frames | 8 |
| 083113 | Access Doors and Frames | 3 |
| 083313 | Coiling Counter Doors | 6 |
| 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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| | | |
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| 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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| | | |
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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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| | | |
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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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**User Notes:**



(3B9ADA52)

# 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

# AIA® Document G701/CMa™ – 1992

## *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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**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<br>Suite 201<br>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<br>Lafayette, IN 47909 | 20 N.Third Street<br>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)

# AIA® Document G701/CMa™ – 1992

## *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