

Tippecanoe County Board of Commissioners

Meeting
Monday, May 4, 2020
10:00 am

Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

TENTATIVE AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at <https://www.facebook.com/TippecanoeCountyIndiana/> and <https://www.youtube.com/channel/UCJleeA9ZQo9EIIgDZTdjurQ/featured>

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, April 20, 2020

Documents:

[AGENDA05042020MINUTESFROM04202020.PDF](#)

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL - PAULA BENNETT

V. HIGHWAY- STEWART KLINE

Awarding of Bid- 500 North and 50 West Intersection Improvement Project
Letter for Approval of Highway Maintenance Division Summer Hours
Staff Position Change

Documents:

[AGENDA05042020HIGHWAYLETTEROFAPPROVALSUMMERHOURS.PDF](#)

[AGENDA05042020PERSONNELCOMMITTEEREVIEWPROCESS.PDF](#)

[AGENDA05042020HIGHWAYADMINASSTPOSITION.PDF](#)

VI. HUMAN RESOURCES- SHIRLEY MENNEN

Castlight Contract
Castlight Service Order Form
Reciprocity Agreement for MASE Trust Clinics

Documents:

[AGENDA05042020HRCASTLIGHTAMENDEDRESTATEDAGREEMENT.PDF](#)

[AGENDA05042021HRCASTLIGHTSERVICESORDERFORM1.DOCX](#)

[AGENDA05042020HRMASEAGREEMENT.PDF](#)

VII. GRANTS- SHARON HUTCHISON

VIII. 4 CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Documents:

[AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT1.PDF](#)

[AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT2.PDF](#)

[AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT3.PDF](#)

IX. 1 CHANGE ORDER FOR CENTRAL OFFICES PROJECT

1950 S 18th Street, former YMCA

Documents:

[AGENDA05042020CHANGEORDERCENTRALOFFICES1.PDF](#)

X. REPORTS ON FILE

XI. UNFINISHED/NEW BUSINESS

XII. PUBLIC COMMENT

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting

**at [HTTPS://WWW.FACEBOOK.COM/TIPPECANOECOUNTYINDIANA/](https://www.facebook.com/tippecanoeindiana/) and
[HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCJIEEA9ZQO9ELLGDZTDJURQ/FEATURED](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

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, April 20, 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, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett and Max Walling from the DoIT Department.

- I. **PLEDGE OF ALLEGIANCE** – President Brown called the meeting to order and lead the Pledge of Allegiance. President Brown also asked for a moment of silence for former Building Commissioner Ron Highland who passed away recently.
- II. **APPROVAL OF MINUTES** - Monday, April 6, 2020 Regular Meeting
 - Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. *Motion carried.*
- III. **PRESENTATION OF ACCOUNTS PAYABLE**
 - After recommendation for approval from Commissioners' Assistant Paula Bennett to approve the claims without exception, Commissioner Byers moved to approve the Accounts Payable from April 10 through April 20, 2020 for \$6,437,425.74, second by Commissioner Murtaugh. *Motion carried.*
- IV. **PRESENTATION OF PAYROLL**
 - After recommendation from Commissioners' Assistant Paula Bennett to approve payroll without exception, Commissioner Byers moved to approve the Payroll of April 17, 2020 for \$2,491,049.61, second by Commissioner Murtaugh. *Motion carried.*
- V. **HIGHWAY** – Stewart Kline, Highway Executive Director
 - Executive Director Kline stated that due to the Coronavirus Pandemic, travel has decreased approximately 41%. Most highway funding derived from gas tax; the department must adjust its budget due to reduced revenue. One service eliminated will be the dust control program. Projects with federal funding already allocated will proceed as planned while other projects will need to be prioritized.
 - Bids received and opened for the Tippecanoe County 500 North and 50 West intersection improvement project were as follows (alternate is a deduction for Alternate Maintaining Traffic):

	<u>Base Bid Total</u>	<u>Total Alternate #1</u>
○ Rieth Riley	\$1,194,884.50	\$1,055,384.50
○ Milestone	\$1,326,800.00	\$1,236,150.00

Commissioner Murtaugh moved to take the submitted bids under advisement, second by Commissioner Byers. *Motion Carried.*

- Stewart Kline presented Continuation Certificate for Indiana Gas Company d/b/a Vectren Energy Delivery of Indiana Inc. Commissioner Murtaugh moved to approve the

Continuation Certificate for \$5,000 for the period of June 30, 2019 and ending June 29, 2020 as presented, second by Commissioner Byers. Motion carried.

VI. SURVEYOR – Zach Beasley presented and recommended:

- Storm Sewer Easement to the City of Lafayette. The easement in the SR38 and Creasy Lane area allows the City to tie into the #11 branch by crossing county property. Commissioner Murtaugh moved to approve the easement as presented, second by Commissioner Byers. Motion carried. The request will now be forwarded to the Drainage Board for approval.

VII. HEALTH DEPARTMENT

- Memorandum of Understanding with Jali LLC for lodging of individuals needing quarantined by the Health Department for individuals exposed, infected and/or tested positive for the Coronavirus at a rate of \$59 per night. Commissioner Murtaugh moved to approve the MOU, second by Commissioner Byers. Motion carried.

VIII. HUMAN RESOURCES

- Revision of the Declaration concerning COVID-19 Leave Benefit for County Employees requesting COVID-19 Leave extending the effective date from the original ending date to correspond with the federal guidelines. Commissioner Murtaugh moved to approve the policy change as presented, second by Commissioner Byers. Motion carried.

IX. GRANTS

- Motion made by Commissioner Murtaugh to apply for a \$250,000 Community Corrections Prison Rape Elimination Act Standards 2020 Grant with a 50% County match, second by Commissioner Byers. Motion carried.
- Motion made by Commissioner Murtaugh to apply for a Health Department \$250,000 COVID-19 Response grant for services associated with isolated and quarantined individuals, second by Commissioner Byers. Motion carried.
- Community Corrections Director Jason Huber detailed the comprehensive Opioid, Stimulant and Substance Abuse Program Mentor Site Selection. This is an application of a grant received previously under a different name. Commissioner Murtaugh moved to apply for the grant, second by Commissioner Byers. Motion carried.

X. PROPOSED 2021 SALARY INCREASES – Auditor Robert Plantenga

- Commissioners were presented with the fiscal impact by fund for 2021 if various percentage increases to salaries are granted. This is a recommendation to the County Council with the salary requests reflecting the Commissioner recommendation. The year 2021 is a difficult year to estimate the fiscal impact due to COVID-19. With stated agreement by all three Commissioners, Commissioner Murtaugh moved to recommend a 0% salary increase with longevity increases allowed, second by Commissioner Byers. Motion carried.

XI. CHANGE ORDERS FOR THE FAIRGROUNDS PROJECT

- Three change orders were presented: Infill wall on Swine Barn north bay and rough opening framing for overhead door for \$12,694.00; door openers and hand dryers for \$19,325.00; hand sink and water heaters for the restrooms for an increase of \$5,930.00

Commissioner Byers moved to approve the three change orders, second by Commissioner Murtaugh. Motion carried.

XII. CHANGE ORDERS FOR CENTRAL OFFICES (1950 S 18TH ST)

- Work on basement lock for an increase of \$165 requested. Commissioner Byers moved to approve the change order, second by Commissioner Murtaugh. Motion carried.

XIII. UNFINISHED or NEW BUSINESS

- President Brown stated that Governor Holcomb's Stay at Home Order was extended until May 1. The county will follow the order for government operations. Commissioner Murtaugh moved to extend the Commissioner's restricted public access order until May 4, 2020 to correspond with the date of the next regularly scheduled Commissioners Meeting, second by Commissioner Byers. Motion carried.

XIV. REPORTS ON FILE

- Clerk of the Circuit Court
- Tippecanoe County Public Library
- Weights & Measures

XV. PUBLIC COMMENT

- Email Public Comment request received from Edward Dawson. He requested the Commissioners consider a temporary open burning ban during this public health emergency. Neighbors burning of yard waste make breathing difficult was asthma. The stay at home order does not allow him the mobility to get away from the smoke. Commissioner Murtaugh stated in the past a temporary ban had been allowed for drought conditions due to fire hazard but no burning ordinance exists. No action taken.

Commissioner Murtaugh 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 5/4/2020



Stewart W. Kline, P.E. Executive Director
Mike Spencer, Assistant Executive Director

20 North Third Street
Lafayette, IN 47901

Phone: (765) 423-9210
Fax: (765) 423-9127

May 4, 2020

Tippecanoe County Commissioners

RE: Summer Hours

Dear Commissioners:

In order to improve efficiencies and reduce costs, we would like to have the Highway Maintenance Division begin working summer hours consisting of four (4) ten (10) hour days on Tuesday May 26, 2020, and return to our regular five (5) eight (8) hour days on Monday September 14, 2020.

Recommend by:

Approved by:

Tippecanoe County Commissioners

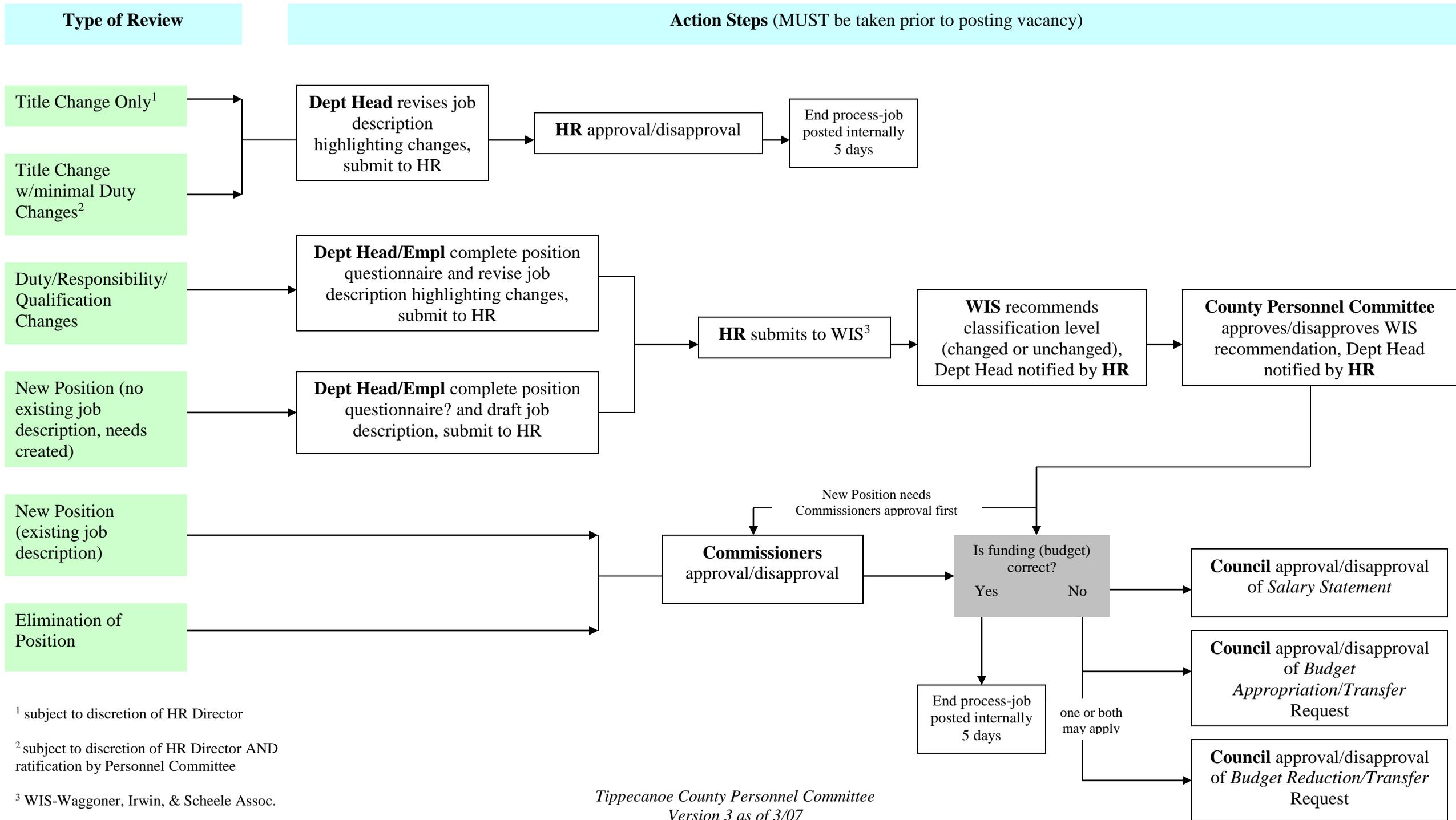
Stewart W. Kline
Executive Director,
Highway Department

Tracy A Brown

Thomas P Murtaugh

David S Byers

Position Review/Reclassification Process



¹ subject to discretion of HR Director

² subject to discretion of HR Director AND ratification by Personnel Committee

³ WIS-Waggoner, Irwin, & Scheele Assoc.

**POSITION DESCRIPTION
COUNTY OF TIPPECANOE, INDIANA**

POSITION: Administrative Assistant
DEPARTMENT: Highway Garage
DIVISION: Maintenance
WORK SCHEDULE: 7:00 a.m. - 3:30 p.m., M-F
JOB CATEGORY: COMOT III (Computer, Office Machine Operation, Technician)

DATE WRITTEN: August 1998

STATUS: Full-time

DATE REVISED: August 2015, April 2020

FLSA STATUS: Non-exempt

To perform this position successfully, an individual must be able to perform each essential function of the position satisfactorily. The requirements listed in this document are representative of the knowledge, skill, and/or ability required. Tippecanoe County provides reasonable accommodations to qualified employees and applicants with known disabilities who require accommodation to complete the application process or perform the essential functions of the job, unless those accommodations would present an undue hardship.

Incumbent serves as Administrative Assistant for the Highway Garage, responsible for performing computer data entry and clerical functions.

DUTIES:

Assists in answering telephone and greeting office visitors, responding to complaints, providing information and assistance, taking messages, or transferring to appropriate individual or department.

Transmits and receives radio communication, including dispatching personnel.

Prepares and processes department payroll, including calculating time cards, entering data on computer, preparing forms, printing reports and forwarding to Auditor. Maintains department personnel records for benefit time.

Processes claims and invoices, including reviewing for accuracy, determining appropriate account numbers as needs, assisting Accounting Coordinator in determining fund account numbers, matching claims to invoice accounting report, and resolving discrepancies with vendors, and placing vendor number on claims. Prepares list of outstanding purchases for new budget year.

Computes daily materials tickets from various vendors and prepares and updates daily account balances for Highway Supervisor. Tracks balances for material, labor, and time per project.

Notifies Accounting Coordinator when account line requires a transfer.

Maintains various department and project databases and enters data on computer, including but not limited to citizen complaints, work orders, dust control, daily fuel calculations, and various reports for use in presentations.

Performs various clerical duties such as maintaining files and composing, completing, typing, and processing various forms, reports, documents, notices, and correspondence.

Performs duties of Department personnel as needed.

Performs related duties as assigned.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

High school diploma or GED.

Working knowledge of standard office policies and ability to apply such knowledge to a variety of interrelated processes, tasks and operations.

Working knowledge of basic bookkeeping principles and ability to perform arithmetic calculations.

Ability to read and interpret maps and blueprints, compile, collate, and coordinate data, and make determinations based on data analysis.

Ability to type with speed and accuracy and properly operate a variety of standard office equipment, including computer, printer, telephone, fax, typewriter, copier, calculator, and two-way radio.

Ability to comply with all employer and department policies and work rules, including, but not limited to, attendance, safety, drug-free workplace, and personal conduct.

Ability to understand, memorize, retain, and carry out oral and written instructions, and present findings in oral or written form.

Ability to work alone with minimum supervision, and with others in a team environment.

Ability to work rapidly for long periods, work on several tasks at the same time, and complete assignments effectively amidst frequent distractions and interruptions.

Ability to work with computer programs, including word processing and database software programs.

Ability to effectively communicate orally and in writing with co-workers, other County departments, utility companies, contractors, and the public, including being sensitive to professional ethics, gender, cultural diversities, and disabilities.

Ability to provide public access to or to maintain confidentiality of department information and records according to State requirements.

Ability to occasionally work extended, evening, and/or weekend hours.

II. RESPONSIBILITY:

Incumbent performs standard, recurring duties according to a flexible, customary routine with priorities determined by supervisor. Work is reviewed for adherence to instructions/guidelines, technical accuracy, and appropriate service to the public. Errors in incumbent's work are usually prevented through procedural safeguards and detected through supervisory review. Undetected errors may result in loss of time for correction and inconvenience to other agencies or the public.

III. PERSONAL WORK RELATIONSHIPS:

Incumbent maintains frequent contact with co-workers, other County departments, utility companies, contractors, and the public for purposes of explaining processes and procedures and exchanging information.

Incumbent reports directly to Highway Supervisor and/or Assistant Supervisor.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT:

Incumbent performs duties in a standard office environment which may involve sitting for long periods, lifting/carrying objects weighing under 25 pounds, bending, close vision, crouching/kneeling, reaching, handling/grasping objects, and hearing communication.

Incumbent occasionally works extended, evening, and/or weekend hours.

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

The job description for the position of Administrative Assistant for the Highway Department describes the duties and responsibilities for employment in this position. I acknowledge that I have received this job description, and understand that it is not a contract of employment. I am responsible for reading this job description and complying with all job duties, requirements and responsibilities contained herein, and any subsequent revisions.

Is there anything that would keep you from meeting the job duties and requirements as outlined?
Yes_____ No_____

Applicant/Employee signature

Date

Print/Type name

**AMENDED AND RESTATED
MASTER SUBSCRIPTION AGREEMENT**

This Amended and Restated Master Subscription Agreement (“**MSA**”) is effective as of May 4, 2020, (“**Effective Date**”), by and between Castlight Health, Inc., a Delaware corporation located at 150 Spear St., Suite 400, San Francisco, CA 94105 (“**Castlight**”) and Tippecanoe County Government, an Indiana trust located at 20 North 3rd Street, Lafayette, IN 47901 (“**Customer**”).

RECITALS

WHEREAS, Castlight and Customer entered that certain Master Subscription Agreement dated July 7, 2014 (the “**Original Agreement**”) and subsequently entered a Services Order Form – One that was also dated July 7, 2014 (“**Original SOF – 1**”), Amendment 1 to Services Order Form – One dated April 10, 2018 (“**Original Amendment 1**”) Services Order Form – Two that was dated April 10, 2017 (“**Original SOF – 2**”); and

WHEREAS, Castlight and Customer entered into a Termination Amendment to terminate the Original Agreement so Customer could receive Castlight Services through Anthem Engage; and

WHEREAS, now, Customer wishes to amend and restate the Original Agreement by deleting the Original Agreement, the Original SOF – 1, the Original Amendment 1, the Original SOF – 2 and any other prior amendments thereto, and adopting this MSA and the attached Services Order Form – One as set forth herein:

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties agree as follows:

This MSA incorporates herein all executed Services Order Form(s), the Terms and Conditions (attached as “**Attachment 1**”), the Services Description (attached as “**Attachment 2**”), the Business Associate Agreement (attached as “**Attachment 3**”), and any amendments or attachments thereto (collectively, the “**Agreement**”). The Agreement represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written, oral or otherwise, concerning its subject matter. Each Services Order Form is separate and independent of the other Services Order Form unless specifically stated otherwise therein.

IN WITNESS WHEREOF, the parties hereto have caused this MSA to be duly executed as of the date(s) set forth below to be effective as of the Effective Date.

ACCEPTED AND AGREED TO FOR:

CASTLIGHT HEALTH, INC.

TIPPECANOE COUNTY GOVERNMENT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**ATTACHMENT 1 to AMENDED AND RESTATED
MASTER SERVICES AGREEMENT**

CASTLIGHT HEALTH TERMS AND CONDITIONS

ARTICLE 1. PREAMBLE

1.1 These terms and conditions (“T&Cs”) govern Customer’s acquisition of the Services from Castlight as defined below. All terms used herein and not otherwise defined shall be as defined in Article 12 below.

ARTICLE 2. SERVICES AND SUPPORT

2.1 Commencing with the Production Ready Date as set forth in the applicable Services Order Form, and during the term of each applicable Services Order Form, Castlight will provide Users with the Castlight Service, a healthcare navigation service that uses the Castlight Platform to bring price and quality transparency to Users (“Online Service”).

2.2 The specific Services to be provided and related terms and conditions shall be specified in writing (each such writing, a “Services Order Form”). Each Services Order Form shall: (a) be signed by an authorized representative of each party; (b) include the applicable term, the description of Services to be performed, the responsibilities of the parties, compensation and payment terms and any additional terms and conditions as needed; and (c) be subject to all of the terms and conditions of these T&Cs and the BAA. The terms and conditions of these T&Cs shall control in the event of a conflict with the Services Order Form, except to the extent that the applicable Services Order Form expressly states that it supersedes these T&Cs.

2.3 Customer is required to obtain Customer Data from third parties (e.g. TPA) as needed for the Castlight Service. Customer understands and agrees that it shall provide to Castlight all Plan information, open enrollment materials, and TPA key contacts needed for the Castlight Service.

2.4 Customer agrees that its purchase of Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Castlight with respect to future functionality or features unless otherwise set forth in an applicable Services Order Form.

2.5 Customer shall use the Castlight Service solely for its internal business purposes, in compliance with applicable law, and shall not: (i) modify, copy or create derivative works based on the Castlight Service; (ii) reverse engineer the Castlight Service; (iii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Castlight Service or the data contained therein; (iv) send through or store Malicious Code in the Castlight Service; (v) send through or store infringing, inaccurate, or unlawful material in the Castlight Service; (vi) resell, sublicense, lease, time-share or otherwise make the Castlight Service available to any third party; (vii) permit access to the Castlight Service by a direct competitor of Castlight; (viii) use the Castlight Service, or permit it to be used, for purposes of product evaluation or other comparative analysis intended for publication without Castlight's prior written consent; or (ix) access the Castlight Service for the purpose of building a competitive product or service or copying its features or user interface.

2.6 Customer shall receive the level of support as set forth in the applicable Services Order Form and described in the Services Description.

ARTICLE 3. TERM AND TERMINATION

3.1 Term. The term of these T&Cs (the “Term”) commences on the Effective Date of the MSA and continues until all Services Order Forms governed by these T&Cs have expired or been terminated.

3.2 Termination for Cause. Either party may terminate these T&Cs and the Agreement: (a) upon thirty (30) days prior written notice for a material breach of these T&Cs by the other party unless such material breach is cured within such thirty (30) day period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Additionally, Customer may terminate these T&Cs by providing ninety (90) days notice to Castlight on or after the 12th month anniversary of the Production Ready Date to inform Castlight that:

(a) it is changing its TPA to a new TPA with whom Castlight does not have an agreement with to obtain Customer's Customer Data ("Unsupported TPA");

(b) substantially all of its members are on a fully insured health insurance plan; or

(c) Customer is unable to obtain funding; provided that Customer has affirmatively requested funding in good faith for the provision of Services to be provided in accordance with this Agreement, and provided further, that in the event of any such termination, Customer shall reimburse Castlight for all fees due under this Agreement until the date of such termination. Additionally, since funding is done on a year-to-year basis, the parties agree this Article 3.2(c) applies annually. Furthermore, should Customer terminate pursuant to this Article 3.2(c) prior to the end of the Initial Term as set forth in SOF - One, Customer shall pay Castlight a \$30,000.00 cancellation fee, invoiceable upon notification of such termination.

3.3 Effect of Expiration or Termination. Upon expiration or termination of these T&Cs (a) Castlight shall have no further obligation to perform the Services and shall cease performing the Services; (b) neither party shall be relieved from any obligation accrued up to and including the date of such expiration or termination nor deprived of any right or remedy otherwise available to it hereunder; (c) within thirty (30) days Customer will pay Castlight for all Services performed or then in process and for unpaid fees covering the remainder of the Term up to the effective date of termination, . Article 4 (including the Sections of any Services Order Form regarding payment obligations), Article 7, Article 8 (except that Customer will no longer have any on-going obligation under Article 8.3, Article 9 (except for Article 9.1), Article 11, and those provisions of any Services Order Form that survive such expiration or termination as specified in such Services Order Form shall survive any termination or expiration of these T&Cs. In addition, upon termination or expiration of these T&Cs, Castlight will, within ninety (90) days after written request by Customer, purge all Customer Data received from the Customer except to the extent: (i) a User has requested that Castlight retain information related to such User; or (ii) the Customer Data is stored on encrypted back-up medium and in a secure location, in which case, subject to Castlight's data retention procedures, such Customer Data shall not be accessed or used by Castlight, in any manner without Customer's prior written consent.

ARTICLE 4. FEES, PAYMENT AND PAYMENT TERMS

4.1 Service Fees, Invoicing and Payment Terms. Castlight's compensation and payment for the Services and the applicable invoicing and payment terms shall be as set forth in the applicable Services Order Form. Castlight will invoice Customer in advance for the Service Fee due for each Contract Year. Payment will be due thirty (30) days after Customer's receipt of each invoice. If any charge owing by Customer (other than charges disputed in good faith) is thirty (30) days or more overdue, Castlight may, without limiting its other rights and remedies, suspend the Castlight Service until such amounts are paid in full. Additionally, all amounts not paid when due will accrue interest (without the requirement of a notice) at the lower of 1.5% per month or the highest rate permissible by law until the unpaid amounts are paid in full. Customer shall reimburse Castlight for all reasonable, actual costs (including reasonable attorneys' fees) incurred by Castlight in the collection of overdue amounts. Except as otherwise provided in a Services Order Form or other document executed between the parties, all amounts are in U.S. dollars, all payments shall be made in U.S. dollars, and all purchases of Castlight Service hereunder are non-cancelable and all fees are non-refundable.

4.2 Fees that Customer may be charged by the TPA, any providers or other third parties in connection with

the implementation of the Castlight Service and/or the integration of the Castlight Service with such parties (which may include but are not limited to costs for claims extracts and/or provider directory feeds to Castlight, eligibility file feeds, and time/materials payments to support Customer's outsourced call center integration into Castlight) shall be the sole responsibility of Customer. Fees that Customer may be charged by the third party vendors for marketing services, which may include but not be limited to fees for the production and shipment of additional marketing collateral, agency costs for additional marketing developed by Customer and costs for running an incentive program, shall be the sole responsibility of Customer.

4.3 Taxes. Castlight's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Castlight has the legal obligation to pay or collect Taxes for which Customer is responsible under this Article 4.3, the appropriate amount shall be invoiced to and paid by Customer.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1 By Both Parties. Each party represents and warrants to the other party that: (a) it has all requisite power and authority to enter into the Agreement and to carry out its obligations hereunder; (b) by entering into the Agreement, including any Services Order Form, it does not and will not violate or constitute a breach of any of its contractual obligations with third parties; and (c) it will comply with all applicable laws.

5.2 By Castlight. Castlight represents and warrants to Customer that (a) Castlight shall properly supervise all persons performing the Castlight Service and shall require that all such persons comply with the applicable terms of the Agreement, including any applicable Services Order Form; (b) Castlight shall use industry-standard or better virus detection systems in the provision of the Castlight Service; (c) Castlight will perform the Castlight Service in a professional manner; and (d) the Castlight Service will perform in all material respects in conformance with the descriptions set forth in the applicable Services Order Form and described in the Services Description, subject to the terms and conditions thereof.

5.3 DISCLAIMER. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN ARTICLES 5.1, 5.2 AND 6, CASTLIGHT MAKES NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE CASTLIGHT SERVICE AND THE CASTLIGHT PLATFORM) AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING SUCH SUBJECT MATTER.

ARTICLE 6. UPTIME COMMITMENT. Castlight warrants to Customer that each month Uptime shall constitute at least 99.9% of Available Time for the Castlight Service. "Uptime" shall mean all times when the Castlight Service is running and is available to be accessed by Customer Users as measured by the site monitoring software operated by Castlight (the "Monitoring Software"). "Available Time" shall mean the number of hours in any given month less the amount of Downtime related to events outside of Castlight's control such as force majeure events, Standard Maintenance Windows, Emergency Maintenance Windows, Internet-wide disruptions, denial of service attacks, or attributable to Customer. "Downtime" shall mean all times in which the Castlight Service fails HTTP checks, content verification checks and a service check as measured by the Monitoring Software. "Standard Maintenance Window" consists of a weekly maintenance hour between 10:00 p.m. and 2:00 a.m. Pacific Time every second and fourth Friday of each month or at such other time on Saturday or Sunday as may be scheduled from time to time with ten (10) days prior notice to Customer. Emergency Maintenance Window means emergency updates as result of vendor recommended patches to deal with high risk security threats as well as hardware replacement, which maintenance Castlight

will use commercially reasonable efforts to perform maintenance during periods of low usage (such as evenings) and to promptly notify customers of emergency maintenance. If Customer submits a written request for a credit due to Castlight's breach of the service level warranty set forth above (which must be confirmed by the Monitoring Software) for two consecutive months, and such request is submitted within thirty (30) days of such breach, Castlight will issue a credit against next invoice payable by Customer (and if no further invoices are due, Castlight will pay Customer the amount of the credit within thirty (30) days of the end of term of the applicable Services Order Form). Such credit will be equal to five percent (5%) of Customer's service fees for both months at issue (which is equal to 0.8333% of the Annual Service Fee). This is Castlight's entire obligation and liability and Customer's sole and exclusive remedy for any inability to access or use the Castlight Service.

ARTICLE 7. CONFIDENTIAL INFORMATION. The following information is “**Confidential Information**”: (i) as to both parties all information exchanged by the parties during the term of the Agreement, including any information that is marked or designated as “Confidential” or with like notice; (ii) as to the party disclosing the information, any information related to that party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, customers, vendors, contractors, suppliers and personnel, and all other information that a reasonable person would understand to be confidential; but excluding in all cases any information which is independently developed by the other party without reference to the other party's Confidential Information as shown by such party's written business records, or becomes generally available to the public other than through breach of the Agreement, or violation of law or other agreement. Each party agrees not to disclose the other party's Confidential Information to any third party except to its agents, consultants and representatives who need to know the information to represent or advise it with respect to the subject matter of the Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in the Agreement; provided, however, that a party will not be liable for disclosure of the other party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing party gives advance written notice of the disclosure to the other party at the earliest possible time, or the party discloses the information as part of a bona fide legal proceeding to enforce its rights under the Agreement. Each party agrees to use at least a reasonable degree of care to protect the other party's Confidential Information. Each party agrees not to use the other party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under the Agreement. Each party shall destroy the other party's Confidential Information on completion of the Services, in accordance with Article 3.4 above. Nothing in this Agreement shall be construed to require Customer to destroy documents prior to the date permitted under Indiana's record retention laws as applicable to Customer. Each party shall be responsible for a breach of this Article by its agents, contractors or representatives.

ARTICLE 8. INTELLECTUAL PROPERTY AND DATA RIGHTS

8.1 Castlight Ownership. As between the parties, Castlight will exclusively own all right, title and interest in and to (a) the Castlight Platform and the Castlight Service; (b) any improvements, enhancements, derivative works, modifications, additional modules or features to or for the Castlight Platform or the Castlight Service developed or created during the Term, whether created or developed solely or jointly by or for the parties or any User; (c) any data generated through the Castlight Platform or in connection with the Castlight Service (subject to Customer's rights to any Customer Data); and (d) all intellectual property rights in the foregoing. In addition, as between the parties, (subject to Customer's rights to any Customer Data) Castlight will exclusively own all right, title and interest in and to any feedback, ideas, suggestions or information that Customer provides relating to the Castlight Service or the Castlight Platform, including all intellectual property rights therein, and Customer shall assign, and does hereby assign, any rights retained by it with respect to the foregoing.

8.2 Customer Ownership. As between the parties, Customer shall own all rights, title and interest in and to any and all Customer Data.

8.3 Access and Use of Data. Customer will provide, or direct the TPA and/or Providers to provide, Data to Castlight for Castlight's performance of the Services. Castlight may access, reproduce, modify and prepare derivative works of, aggregate, analyze, cleanse, scrub, reverse engineer, distribute, display, present and otherwise use Data as reasonably necessary for the purposes of performing and providing Services. To the extent Castlight creates and uses any modified version of Data or new data based on Data, Castlight agrees: (a) with respect to modified User Data or new data created with reference thereto, the applicable User shall have been de-identified in accordance with 45 CFR section 164.514, as applicable and (b) with respect to modified Customer Data or new data created with reference thereto, Customer shall have been de-identified in accordance with 45 CFR section 164.514, as applicable. Customer shall and shall use its best efforts to require the TPA and Providers to, ensure that (i) all information that is provided to Castlight, including, but not limited to eligibility files, is authentic, accurate, reliable, complete and confidential and (ii) Castlight may use such information in accordance with the terms of the Agreement without violating or infringing any third party rights. Customer shall use best efforts to assure its security measures include, and Customer shall use its best efforts to require that TPA's and/or Providers' security measures include, but are not limited to: (a) maintaining, and requiring agents and subcontractors to maintain, reasonable and appropriate administrative, technical and physical safeguards to protect the security, integrity and confidentiality of data provided to Castlight, including up to date and-anti-virus software; (b) not accessing or using the electronic systems of Castlight for any purpose that is illegal or unauthorized; (c) reporting to Castlight any material system, equipment or software malfunction, error, breakage or security breach that involves or may reasonably affect Castlight, whether detected or believed to be imminent; and (d) maintaining and enforcing reasonable and appropriate security management policies and procedures and utilizing mechanisms and processes to prevent, detect, record, analyze, contain and resolve unauthorized access attempts and attempts and for periodically reviewing its processing infrastructure for potential security vulnerabilities.

ARTICLE 9. INSURANCE, INDEMNIFICATION AND LIMITATIONS OF LIABILITY

9.1 Insurance. Castlight shall obtain and maintain a policy or policies of liability insurance covering Castlight's obligations under the Agreement. Such policy(ies) shall have a minimum coverage of \$2,000,000.00 per occurrence and in the aggregate; \$1,000,000.00 for workers' compensation insurance; and \$500,000.00 for Errors and Omissions Liability Insurance.

9.2 Indemnity by Castlight. Castlight agrees to defend, indemnify and hold harmless Customer, its directors, officers, employees and agents against any third party claims, and any damages and costs (including court costs and reasonable attorneys' fees) incurred by Customer in connection with such claims to the extent such claims arise from any third party claim of Castlight's (a) negligence, willful misconduct; (b) material violation of applicable laws; or (c) infringement of intellectual property rights related to the Services; or (d) any material violation or material breach of Castlight's duties under the Agreement (each (a), (b), or (c) or (d) a "Claim"). In the event of (c), Castlight may, at its sole option and expense: (i) procure for Customer the right to continue using the Service under the terms of the Agreement or (ii) replace or modify the Service to be non-infringing. If the foregoing options are not reasonably practicable, Castlight may terminate the Agreement and refund to Customer all prepaid fees for the remainder of its Term after the date of termination. This Article 9.2 represents Castlight's entire obligation and Customer's exclusive remedy regarding any third party intellectual property claims.

9.3 Indemnity by Customer. Customer agrees to defend, indemnify and hold harmless Castlight, its directors, officers, employees and agents against any third party claims, and any damages and costs (including court costs and reasonable attorneys' fees) incurred by Castlight in connection with such claims to the extent such claims arise from third party claims: (i) of Customer's negligence, willful misconduct; (ii) of Customer's material violation of applicable laws; (iii) related to Customer's plan benefits, plan utilization review issues or plan benefits coverage issues; or (iv) arising from Customer's written request for Castlight to deviate from its standard authentication and/or validation proves (including Customer's validation of Users accessing the

Castlight Services through single sign-on).

9.4 Indemnification Process. The party seeking indemnity pursuant to Articles 9.2 or 9.3 above shall (a) promptly give written notice of the Claim to the other party; (b) give the other party control of the defense and settlement of the Claim (provided that the party seeking indemnity may participate in such defense at its own expense and that other party may not settle any Claim in a manner that admits liability on behalf of party seeking indemnity); and (c) provide to the other party, at the other party's expense, reasonable assistance in connection with the defense and settlement of the Claim. The other party shall pay the party seeking indemnification any damages finally awarded against the responsible party, settlements agreed to in accordance with this Article and reasonable costs and expenses (including reasonable legal fees) directly attributable to such Claim.

9.5 Limitation of Liability. NEITHER CUSTOMER NOR CASTLIGHT SHALL BE LIABLE TO THE OTHER UNDER THE AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) ANY AMOUNTS IN EXCESS OF AMOUNTS PAID OR PAYABLE BY CUSTOMER TO CASTLIGHT UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT OR ANY SERVICES ORDER FORM.

ARTICLE 10. CUSTOMER OBLIGATIONS. Either party may include the other's name and logo in customer or vendor lists for legitimate business purposes, which may include, but is not limited to legal compliance. Customer also agrees to consider the following upon reasonable request by Castlight: (i) serving as a reference or hosting onsite reference visits; (ii) collaborating on press releases announcing or promoting the relationship; and (iii) collaborating on case studies or other marketing collateral as Customer realizes a return on investment following successful deployment.

Additionally, if Castlight is entitled to a Bonus as provided in the Services Order Form, Customer agrees to assist in the successful deployment of the Castlight Service by providing the following:

- a. Ensuring members of its executive leadership team promote the Castlight Service to Users (e.g., CEO video);
- b. Generating print and email campaigns, with links to the Castlight Service sent via Users' Customer corporate email addresses; and
- c. Introducing registration/engagement incentives (e.g., invest in HSA/HRA contributions for registration and/or usage of the Castlight Service, sponsor prize drawings for registration and/or usage of the Castlight Service, etc.).

ARTICLE 11. MISCELLANEOUS

11.1 Complete Agreement. The Agreement, including all exhibits and addenda hereto, sets forth the entire understanding of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous agreements, proposals, representations or understandings between them, written or oral, concerning such subject matter. No waiver or modification of any provision of the Agreement may be made unless by a written instrument duly executed by both parties. Any waiver or breach of any term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other term or condition.

11.2 Assignment. Neither Customer nor Castlight may assign the Agreement, or any rights, duties or

obligations contained herein, to any other person, firm, corporation or other business entity without the prior written consent of the other party except that the Agreement may be assigned by either party to any of its parent, subsidiary or affiliate organizations or any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of its business assets. Any assignment in violation of this Article 11.2 shall be void and of no force or effect.

11.3 Notices. All notices and other communications required or permitted under the Agreement shall be in writing, served personally on, delivered by recognized overnight courier or mailed by certified or registered United States mail to, the party to be charged with receipt thereof at the address first listed in the MSA. Notices and other communications served by mail shall be deemed given hereunder seventy two (72) hours after deposit of such notice or communication in the United States Post Office as certified or registered mail with postage prepaid and duly addressed to whom such notice or communication is to be given. All other notices shall be deemed given hereunder upon actual receipt. Any such party may change said party's address for purposes of this Article by giving to the parties intended to be bound thereby, in the manner provided herein, a written notice of such change.

11.4 Invoicing Address. Castlight shall send all Customer invoices to the address and email set forth on the applicable Services Order Form.

11.5 Severability. All Articles (or Sections, as applicable), clauses thereof and covenants contained in the Agreement are severable, and in the event any of them shall be held to be invalid by any court, the Agreement will remain in full force and effect, such Articles (or Sections, as applicable), clauses or covenants will be deemed stricken and the remaining provisions will not be affected or impaired and will be interpreted as if such invalid Articles (or Sections, as applicable), clauses or covenants were not contained herein.

11.6 Applicable Law and Waiver of July Trial. The Agreement is made and shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Indiana, without regard to principles of conflicts of law.

11.7 Relationship of Parties. The parties are independent contractors. The MSA does not create a partnership, joint venture, franchise, agency, fiduciary or employment relationship between the parties.

11.8 Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of the Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.

11.9 Force Majeure. Neither party shall be responsible or liable to the other party for nonperformance or delay in performance of any terms or conditions of the Agreement (except payment obligations) due to acts of God, acts of governments, wars, riots, strikes or other labor disputes, fire, flood, or other causes beyond the reasonable control of the nonperforming or delayed party and without the negligence of such party, provided, however, nonperformance or delay in excess of ninety (90) days shall constitute cause for termination of the Agreement by either party.

11.10 Headings. The headings of the Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of the Agreement.

11.11 Counterparts. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

11.12 Non-Discrimination. Pursuant to IC 22-9-1-10, Castlight and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly

or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of covenant may be regarded as a material breach of this Agreement.

11.13 E-Verify Employment Eligibility Verification. In accordance with IC 22-5-1.7, if Castlight has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Castlight shall enroll in and verify the work eligibility status for all of Castlight’s newly hired employees through the E-Verify program. Castlight shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Castlight subsequently learns is an unauthorized alien.

Castlight shall with thirty (30) days prior notice:

1. Sign and deliver to Customer a sworn affidavit that affirms that Castlight has enrolled and is participating in the E-Verify program;
2. Provide documentation to Customer substantiating that Castlight has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to Customer an affidavit affirming that Castlight does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

Customer may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by Customer or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Castlight to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Customer receives notice of such termination.

11.14 Investment Activities in Iran. As required by IC 5-22-16.5-13, Contractor hereby certifies that Contractor is not engaged in investment activities in Iran.

ARTICLE 12. DEFINITIONS

12.1 “Administrator(s)” means, collectively, Customer’s TPA, PBM, and other Providers, as set forth in the applicable Services Order Form.

12.2 “Adult Dependent User” means each Adult Dependent who meets the Eligibility Criteria set forth in Article 12.8 below.

12.3 “Bonus Fee” means that fee that is earned by Castlight if Customer’s Users reach a level as participation as set forth in the applicable Services Order Form.

12.4 “Castlight Platform” means Castlight’s proprietary technology platform and system (including without limitation software, algorithms and proprietary and technical information therein) for gathering, analyzing, modifying and making available to its users certain health-related user and provider data and related information, guidance and services.

12.5 “Castlight Service” or “Services” means services that Castlight provides using the Castlight Platform.

12.6 “Contract Year” means each twelve month period of the Agreement commencing with the

applicable Production Ready Date, unless otherwise set forth in the applicable Services Order Form.

12.7 “Customer Data” means data specific to Customer provided by or on behalf of Customer to Castlight, such as, but not limited to, Summary of Plan Design (SPD) and medical and claims histories.

12.8 “Data” means the following categories of data or information: (i) User Data, (ii) Customer Data, and (iii) TPA Data.

12.9 “Eligibility Criteria” means: (i) with respect to an Employee User, a Customer employee that is enrolled in Customer’s Plan (as set forth in the applicable Services Order Form) as identified by Castlight based on information provided by Customer to Castlight; and (ii) with respect to an Adult Dependent User (as defined above), a person that is an adult dependent of an Employee User or is an adult otherwise eligible to receive health care coverage through an Employee User under the applicable rules of the Plan (an “Adult Dependent”) as identified by Castlight based on information provided by Customer to Castlight.

12.10 “Employee” means each Customer employee who is (a) eligible to receive health care coverage under the applicable rules of the Plan and/or (b) eligible to participate in a wellness program under the applicable rules of the Customer’s wellness program, as identified by Castlight based on information provided by Customer to Castlight.

12.11 “Employee User” means each Customer employee who meets the applicable eligibility criteria to participate in or be provided the Castlight Service, as defined in the applicable Services Order Form.

12.12 “Launch Date” means the day immediately following the day Castlight delivers notice that implementation is complete. The Launch Date is the date that the Castlight Service is available to be rolled out to Users. Customer understands that the Launch Date is dependent upon Castlight’s prompt receipt of data from TPA or PBM in a format specified by Castlight and any customization of the Castlight Service. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Castlight regarding future functionality or features. Customer’s agreement to purchase of Services and Other Services is contingent upon Castlight performance under the terms of this Agreement.

12.13 “Malicious Code” means viruses, worms, timebombs, Trojan horses and/or any other harmful or malicious code, programs files, scripts, agents or files.

12.14 “Other Services” means any services provided by Castlight as set forth in the applicable Services Order Form excluding the Castlight Service.

12.15 “Plan” shall mean Customer’s health plan, as set forth in the applicable Services Order Form.

12.16 “Production Ready Date” has the meaning as set forth in the applicable Services Order Form.

12.17 “Providers” means certain third parties that provide services to Customer, such as employee benefits portals, and in connection with such provision of services to Customer will be providing information to Castlight in connection with the Agreement.

12.18 “TPA” means Customer’s third party administrator of health services, including physician network management, as set forth in the applicable Services Order Form.

12.19 “TPA Data” means data provided by the TPA on behalf of the Customer such as, but not limited, to formulary data, provider directories, network data, national pre-authorization procedures, clinical policy bulletins and proprietary rate tables negotiated by the TPA. Customer’s obligations to authorize, release or

provide data to Castlight are subject to any and all contractual limitations between Customer and its TPA or other third parties as of the Effective Date of this Agreement and are subject to all applicable laws including privacy and confidentiality laws and including laws protecting proprietary data. Customer recognizes and agrees that Castlight's ability to provide Services is contingent on receipt of Customer Data.

12.21 "User(s)" means Employee Users and Adult Dependent Users.

12.22 "User Data" means demographic and other User-specific information and data, whether or not such information or data is Protected Health Information (as defined in the applicable Business Associate Agreement between Castlight and Customer (the "BAA")). User Data includes, without limitation, each Employee User's name, address, dependent information, claims histories, explanations of benefits and User Review(s).

12.23 "User Review" means a review submitted by a User via the Online Service, as modified and edited by Castlight pursuant to Castlight's policies.

ATTACHMENT 2 to AMENDED AND RESTATED
MASTER SERVICES AGREEMENT

SERVICES DESCRIPTION

Please note that the following list sets forth the enumerated Castlight Services specifically referenced and appear on your applicable Services Order Form.

CARE GUIDANCE-NAVIGATOR ENTERPRISE

PACKAGE

1. CARE GUIDANCE NAVIGATOR - ENTERPRISE

The Care Guidance Navigator - Enterprise package includes the following modules/functionalities described in the sections below:

- i. Universal Platform Features
- ii. Engagement Hub Features
- iii. Care Guidance Features
- iv. Ecosystem and custom integrations as further specified in the applicable Services Order Form
- v. Included Services

MODULES AND FUNCTIONALITIES

2. UNIVERSAL PLATFORM FEATURES

- i. Employer Branding: A Customer-branded user experience. Customer can select logo for display within the Castlight Platform, color to control key application elements, and standard onboarding screens that can vary by User segment
- ii. Education Content: Consumer-oriented education content on a variety of conditions and health and wellness topics
- iii. Reporting Dashboard: Self-serviced reports for the Customer's benefits personnel to access on a twenty-four (24) hour basis via a web based dashboard. Dashboard has ability to filter data. Certain reports require a minimum number of participating Users. Dashboard includes reporting in the following areas:
 - Registration
 - Returns
 - Visits
 - Mobile usage
 - Search activity
- iv. Product Communications: Automated communications delivered to registered and unregistered eligible Users via multiple channels that provide tips on using the Castlight Platform (via web or mobile)

3. ENGAGEMENT HUB FEATURES

- i. Benefits Tab: A list of benefit programs available to the User, including details and contact information for each
- ii. Personalized Recommendations: Recommendations based on Castlight's personalization engine which connects Users to the targeted benefit program, behavior, care option, content, or incentive
- iii. Communication Suite: A centralized, easy-to-use toolkit to create and deliver communications to Users (i.e. events, messages, and surveys)

4. CARE GUIDANCE FEATURES

- i. **Guided Search features:**
 - Provider and services search box

- Out-of-pocket estimates, based on Customer or Administrator provided plan details and applicable data feeds, for select inpatient and outpatient services/providers (available list of supported inpatient and outpatient services is at Castlight’s discretion and may vary over time or by geography). If Customer’s TPA is a Blue Cross Blue Shield plan, Customer understands that Castlight’s provision of such estimates is dependent upon such TPA obtaining consent to display data from the host Blue Cross Blue Shield plan(s), as applicable, and the Blue Cross Blue Shield Association.
 - Sort results by estimated out of pocket costs and distance
 - Provider information (e.g. provider specialty, quality ratings, board certification) for select providers
 - Explanation and educational content on pricing and/or coverage for select outpatient services
- ii. **Care Team:**
- Ability for Users to establish a “Care Team” of providers and facilities, make notes about those providers, and view tips about their Care Team
- iii. **Medical Claims History features:**
- History of past medical services with costs (subject to applicable Administrator permissions and Castlight’s specifications)
 - Periodic email notices and push notifications based on claims and eligibility information
 - Out of network alerts
- iv. **Insurance plan and coverage features for all supported medical plans:**
- Key medical policy features
 - Accumulator snapshots
- v. **User Reviews:**
- Ability for Users to submit User Reviews
 - Access by Users to User Reviews submitted by other Users, and by Castlight’s other customers’ Users, as aggregated and displayed in de-identified form by Castlight in the Castlight Platform and modified and edited by Castlight pursuant to Castlight’s policies
- vi. **Rollover of Standard Medical Plans**
- Direct carry-forward of existing medical plans without changes, creation of up to the same number of medical plans similar to existing plans in regards to network, benefits, and special designations
 - Update of existing medical plans with minor changes including plan name, contact information, or other descriptive text; update deductible amounts, coinsurance, or out of pocket maximum
- vii. **Pharmacy (Available based on Customer’s PBM)**
- Drug information
 - Estimated out-of-pocket drug pricing and pharmaceutical savings options
 - Pharmaceutical claims history
 - Care guidance for specialty drugs
 - Formulary messaging for non-covered drugs
 - Rollover of Customer’s pharmacy plan, including: updating formulary, network and benefit design for the same number of pharmacy plans as the existing number of pharmacy plans; updating layout, or delivery type, as applicable, due to change in population through open enrollment or post-rollover eligibility file
- viii. **Dental (Available based on Customer’s DBM)**
- Search feature for dental services
 - Displays out-of-pocket dental pricing, dental claims history and past care
 - Dental educational content

- Displays dental insurance plan design and accumulators

ECOSYSTEM INTEGRATIONS

5. PROGRAM LINKOUT

Embedded web link within the Castlight Platform to a third party site designated by Customer

6. EMBEDDED USER INTERFACE INTEGRATION

- i. Health Fund Integration**
 - Integration of FSA, HSA, or HRA (as selected in the applicable Services Order Form) balance information from Customer’s third party provider of such information for display in the Castlight Service
- ii. Standard Administrator-Delivered Preferred Network Integration (Narrow Network, Tiered Network, or Centers of Excellence (“COE”))
 - Requires Customer’s TPA to send unique network identifiers designations as part of the standard provider directory feed, definitively identifying all providers and facilities in the network
 - Provides the ability to configure the network for a set of Customer defined procedures
 - If applicable, allows a benefit differential to be configured for network designated providers
 - Provides the ability to sort network providers to the top of relevant search results and view network designation in the search experience
 - Supports configuration of network program details in the “Benefits” tab

**Health fund integration subject to: (i) Castlight entering into a valid agreement with Customer’s FSA, HSA, or HRA provider for receipt of data necessary for Castlight’s provision of the health fund integration; and (ii) Castlight’s receipt of such data in a format acceptable to Castlight

INCLUDED SERVICES

7. CUSTOMER SUCCESS SUPPORT

Ongoing consultative support focused on strategy, engagement, and growth delivered by the Customer’s Customer Success manager

8. STANDARD USER SUPPORT

User support team providing education, guidance and assistance on using the Castlight Platform via email and in-app chat support Monday through Friday (excluding holidays) 8AM – 9PM Eastern Time

- i. Email support for eligible Users available in English and Spanish, as well as language support for one hundred seventy (170) languages, in the following areas: (i) technical support; (ii) clarification support (e.g. increase health literacy, explanation of available health benefits and how to use the Castlight Service); (iii) decision support (e.g. guide Users on searches within Medical); and (iv) educational services for past care

9. ENGAGEMENT STRATEGY

Provide Customers with Castlight’s launch communications and engagement strategies, and assistance in developing an engagement launch plan

- i. Launch Support: Provide Customer with launch plan and campaign toolkits, registration support, playbook of email and print marketing content, print and digital launch communications, leadership team communications, training for customer teams, incentive and reward program tied to registration or usage of the Castlight Platform
- ii. Training on Communication Suite: One (1) standard recorded training on how to leverage

- Communication Suite
- iii. Ongoing Engagement Support: Castlight will support Customer with engagement activities, which may include up to or the equivalent of the following services delivered until the end of the Agreement term:
- Ability to support embedding the Castlight registration process into Customer's benefits enrollment process
 - Ongoing and targeted outreach (which may be via email) to Customer's eligible Users on key topics related to their health care needs
 - Automated on-boarding and outreach emails to new eligible Users
 - Partner with Customer to integrate the Service into Customer's overall incentive/wellbeing programming with dedicated incentives and rewards tied to registration of the Service and/or usage, as feasible

10. CUSTOMER ANALYTICS

Semi-annual and annual reviews led by Castlight's Analytics Team to help Customer understand and showcase its population's engagement within the Castlight Platform and cost savings

11. CASTLIGHT PLATFORM INCENTIVE REPORTING

Upon Customer's written request, Castlight will provide User platform activity reporting to Customer's incentive vendor(s)

12. IMPLEMENTATION

Implementation support from kickoff through launch of the Castlight Platform, delivered by an implementation team

- i. Castlight's implementation of Care Guidance Navigator - Enterprise is comprised of the following:

- Eligibility Feeds: integration of a Customer-provided eligibility data file in accordance with Castlight's specifications
- Benefits Information: provision by Customer of all Plan information, open enrollment materials, and TPA, PBM, MBHO or DBM key contacts (as applicable)
- Customer Claims Feed: setting up a data feed for Customer's TPA, PBM, MBHO or DBM (as applicable) to the Castlight Platform to enable regular imports of Customer's claims information into the Castlight Platform per Castlight's specifications
- Provider Directory: setting up a feed for Customer's TPA, MBHO or DBM so that such TPA, MBHO or DBM can transmit one (1) provider directory for that TPA, MBHO, or DBM and provide Castlight with all necessary information for Castlight to set up providers in the Castlight Service and identify and configure any narrow or specialty networks (provided that any narrow or specialty network deductible differential may require an additional Services Order Form)
- Plans implemented: implementation of up to five (5) plans per TPA, PBM, MBHO or DBM so long as Customer provides to Castlight accurate summary plan description(s) and promptly reviews such implemented plans
- Accumulator Set Up: setting up an ongoing feed with the TPA, MBHO, DBM or other third party to support display of year-to-date spending and accrual towards plan limits
- Demonstration and/or Test Account: provision of Demonstration and/or Test Accounts to Customer as agreed to in writing between the parties

13. USER ACCOUNT MANAGEMENT

- i. User registration using social security number or another secure, Castlight-approved identifier or process that is enabled by information contained in Customer's eligibility file
- ii. User password change/reset
- iii. User e-mail address change
- iv. User communication opt out options

SERVICE EXCLUSIONS

Subject to change from time to time at Castlight's sole discretion, the Services exclude:

- i. Prospective search and out of pocket cost information for Pharmacy, vision and certain inpatient and outpatient procedures or pharmacy, unless such specific capability is set forth in the applicable Services Order Form
- ii. Additional customizations of the Castlight Service including, but not limited to, customizations to the data required to support the Castlight Service (i.e. data used to process eligibility, provider network data, or data in claims files that are not mapped to Castlight's standard specifications), or customizations to the content display that require additional data feeds not included in Castlight's standard implementation
- iii. Customizations to text or other content in the Castlight Service outside of targeted messages and the configurable sections of the Your Plan page
- iv. Customized reporting or data analytics, which includes any reporting that requires adding fields to the eligibility file outside of the two (2) included with standard reporting
- v. Additional customer support services (e.g. claims dispute resolution)
- vi. Single sign on capabilities, unless such specific capabilities are purchased and meet Castlight's technological requirements of SAML 2.0
- vii. Supporting a change to or an addition of Customer's Administrators, including but not limited to receiving data feeds from Administrators other than those providing services to Customer as of the Effective Date of the MSA
- viii. Supporting data feeds in addition to the specified data feeds from the Administrators or as otherwise specified above (such as feeds from HSA/FSA/HRA vendors or wellness vendors)
- ix. Delivery of outbound files other than incentive files which are in accordance with Castlight's specifications
- x. Provision of the Service to persons other than Users unless otherwise agreed to by the parties in writing
- xi. Printing and distribution of printed communications materials for Engagement Strategy related services set forth above
- xii. Any additional services associated with rollover of plans beyond the rollover services provided through implementation services above, including but not limited to Administrator changes, vendor changes, new networks, broadening of an existing COE program and/or inclusion of on-site clinic benefits. Such additional services shall be provided on a then-current Castlight professional services time and materials basis.

Provision of any of these additional services requires a Services Order Form, including terms and conditions and additional fees to be mutually agreed to by the parties in writing.

ATTACHMENT 3 to AMENDED AND RESTATED
MASTER SERVICES AGREEMENT
BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) is entered into by and among Castlight Health, Inc. (“Business Associate”) and Tippecanoe County Government Health Plan (“Covered Entity”) and Tippecanoe County Government (“Plan Administrator”), in its capacity as plan administrator of the Covered Entity, and is to be effective as of the same date as the Underlying Agreement (as defined below) (the “BAA Effective Date”). Business Associate and Covered Entity may be referred to individually as a “Party” or, collectively, as the “Parties” in this BAA.

RECITALS

- A. Business Associate will be providing services to Covered Entity under that certain Master Services Agreement entered into by the Parties (the “MSA,” and collectively with its attachments, addenda and exhibits, including this BAA, the “Underlying Agreement”) to which this BAA is attached and incorporated, and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Underlying Agreement, some of which may constitute Protected Health Information (“PHI”) (defined below). The Plan Administrator may act on behalf of and as the agent of the Covered Entity.
- B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Underlying Agreement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), also known as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule (“HIPAA Final Rule”), which amended the Privacy Rule and the Security Rule (as those terms are defined below) pursuant to the HITECH Act, extending certain HIPAA obligations to business associates and their subcontractors.
- C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HIPAA Final Rule, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“CFR”).

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

1. Definitions.

- a. Capitalized Terms. Capitalized terms used in this BAA and not otherwise defined herein shall have the meanings set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this BAA by reference.
- b. “Breach” shall have the same meaning given to such term in 45 CFR § 164.402.
- c. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 CFR § 164.501.

d. "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR § 160.103, as applied to the information that Business Associate creates, receives, maintains or transmits from or on behalf of Covered Entity.

e. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and Part 164, Subparts A and E.

g. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, as applied to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

j. "Security Incident" shall have the meaning given to such term in 45 CFR § 164.304.

k. "Security Rule" shall mean the Security Standards at 45 CFR Parts 160 and Part 164, Subparts A and C.

l. "Unsecured PHI" shall have the same meaning given to such term under 45 CFR § 164.402, and guidance promulgated thereunder.

2. Permitted Uses and Disclosures of PHI.

a. Uses and Disclosures of PHI Pursuant to Underlying Agreement. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. Except as expressly provided in the Underlying Agreement or this BAA, Business Associate shall not assume any obligations of Covered Entity under the HIPAA Final Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule pursuant to the terms of the Underlying Agreement or this BAA, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s).

b. Permitted Uses of PHI by Business Associate. Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

c. Permitted Disclosures of PHI by Business Associate. Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the

person (which purpose must be consistent with the limitations imposed upon Business Associate pursuant to this BAA), and that the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR § 164.502(j)(1).

d. Data Aggregation. Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services for the Health Care Operations of the Covered Entity, as permitted by 45 CFR § 164.504(e)(2)(i)(B), including use of PHI for statistical compilations, reports and all other purposes allowed under applicable law.

e. De-identified Data. Business Associate may de-identify PHI in accordance with the standards set forth in 45 CFR § 164.514(b) and may use or disclose such de-identified data for the provision and development of Business Associate's services to users ("Users") of Business Associate's password-protected web-based service. Business Associate shall not separately sell such de-identified data to third parties.

f. Prohibition on Sale of Records. Business Associate shall not engage in any sale (as defined in the HIPAA rules) of PHI.

3. Obligations of Business Associate.

a. Appropriate Safeguards. Business Associate shall use appropriate safeguards and shall, after the compliance date of the HIPAA Final Rule, comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by the Underlying Agreement and this BAA.

b. Reporting of Improper Use or Disclosure, Security Incident or Breach. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in any event no more than thirty (30) days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to Covered Entity by Business Associate shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that Covered Entity would need to include in its notification, as such particulars are identified in 45 C.F.R. § 164.404.

c. Business Associate's Agents. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2), as applicable, Business Associate shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate for services provided to Covered Entity, providing that the agent agrees to restrictions and conditions that are substantially similar to those that apply through this BAA to Business Associate with respect to such PHI.

d. Access to PHI. The parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a

Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524 within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, that Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity. If an Individual makes a request for access pursuant to 45 C.F.R. § 164.524 directly to Business Associate, or inquires about his or her right to access, Business Associate shall either forward such request to Covered Entity or direct the Individual to Covered Entity.

e. Amendment of PHI. The Parties do not intend for Business Associate to maintain any PHI in a Designated Record Set for Covered Entity. To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity. If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526 directly to Business Associate, or inquires about his or her right to amendment, Business Associate shall either forward such request to Covered Entity or direct the Individual to Covered Entity.

f. Documentation of Disclosures. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure; (ii) the name and, if known, the address of the recipient of the PHI; (iii) a brief description of the PHI disclosed; (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure; and (v) any additional information required under the HITECH Act and any implementing regulations.

g. Accounting of Disclosures. Business Associate agrees to provide to Covered Entity, within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity, information collected in accordance with Section 3(f) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 CFR 164.528 directly to Business Associate, or inquires about his or her right to an accounting of disclosures of PHI, Business Associate shall either forward such request to Covered Entity or direct the Individual to Covered Entity.

h. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Mitigation. To the extent practicable, Business Associate will cooperate with Covered Entity's efforts to mitigate a harmful effect that is known to Business Associate of a use or disclosure of PHI not permitted by this BAA.

j. Minimum Necessary. Business Associate shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 CFR § 164.514(d), and any amendments thereto.

k. HIPAA Final Rule Applicability. Business Associate acknowledges that enactment of the HITECH Act, as implemented by the HIPAA Final Rule, amended certain provisions of HIPAA in

ways that now directly regulate, or will on future dates directly regulate, Business Associate under the Privacy Rule and the Security Rule. Business Associate agrees, as of the compliance date of the HIPAA Final Rule, to comply with applicable requirements imposed under the HIPAA Final Rule.

4. Obligations of Covered Entity.

a. Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the limitation.

b. Notification of Changes Regarding Individual Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the change. Covered Entity shall obtain any consent or authorization that may be required by the HIPAA Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI.

c. Notification of Restrictions to Use or Disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide such notice no later than fifteen (15) days prior to the effective date of the restriction. If Business Associate reasonably believes that any restriction agreed to by Covered Entity pursuant to this Section may materially impair Business Associate's ability to perform its obligations under the Underlying Agreement or this BAA, the Parties shall mutually agree upon any necessary modification of Business Associate's obligations under such agreements.

d. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the HIPAA Final Rule if done by Covered Entity, except as permitted pursuant to the provisions of Section 2 of this BAA.

5. Term and Termination.

a. Term. The term of this BAA shall commence as of the BAA Effective Date, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed by Business Associate or, if it is infeasible to destroy PHI, Business Associate will extend protections to such information, in accordance with Section 5(c).

b. Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of this BAA, such Party shall provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure the breach within thirty (30) business days. Upon the expiration of such 30-day cure period, the non-breaching Party may terminate this BAA and, at its election, the Underlying Agreement, if the breaching party does not cure the breach or if cure is not possible.

c. Effect of Termination.

(i) Except as provided in paragraph (ii) of this Section 5(c), upon termination of the Underlying Agreement or this BAA for any reason, Business Associate shall destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, and shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

(ii) If it is infeasible for Business Associate to destroy the PHI upon termination of the Underlying Agreement or this BAA, Business Associate shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the destruction infeasible, for so long as Business Associate maintains such PHI. The Parties agree and acknowledge that it will be infeasible for Business Associate to destroy PHI: (A) related to a User that has requested Business Associate retain information related to such User; and (B) stored on encrypted back-up medium that are stored in a secure location.

6. Cooperation in Investigations. The Parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each Party shall cooperate in good faith with the other Party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action or other inquiry.

7. Survival. The respective rights and obligations of Business Associate under Section 5(c) of this BAA shall survive the termination of the BAA and the Underlying Agreement. Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's PHI as specified in this BAA will be continuous and survive termination or other conclusion of this BAA.

8. Effect of BAA. In the event of any inconsistency between the provisions of this BAA and the Underlying Agreement, the provisions of this BAA shall control. In the event of inconsistency between the provisions of this BAA and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over Business Associate or Covered Entity, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of Business Associate or Covered Entity that are embodied in terms of this BAA, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this BAA to give effect to such revised obligations. Where provisions of this BAA are different from those mandated in the Privacy Rule, the Security Rule, or the HIPAA Final Rule, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this BAA shall control.

9. General. This BAA is governed by, and shall be construed in accordance with, the laws of the State of Indiana to the extent that the provisions of HIPAA, the Privacy Rule or the Security Rule, do not preempt the laws of the State of Indiana. Covered Entity shall only assign this BAA in connection with a permitted assignment of the Underlying Agreement. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. All notices relating to the Parties' legal rights and remedies under this BAA shall be provided in writing to a Party, shall be sent to its address set forth in the Underlying Agreement, or to such other address as may be designated by that Party by notice to the sending Party, and shall reference this BAA. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both Parties. Nothing in this BAA shall confer any right, remedy or obligation upon anyone other than Covered Entity and Business Associate. This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and

replacing all prior agreements, communications and understandings (written and oral) regarding its subject matter.

IN WITNESS WHEREOF, the Parties hereto have duly executed this BAA as of the BAA Effective Date.

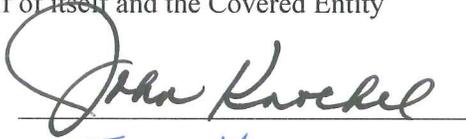
COVERED ENTITY

BUSINESS ASSOCIATE

TIPPECANOE COUNTY GOVERNMENT
on behalf of itself and the Covered Entity

CASTLIGHT HEALTH, INC.

By:



By:


Dale Brown (Jul 8, 2014)

Print Name:

JOHN KNOCHEL

Print Name:

Dale Brown

Title:

PRESIDENT, BOARD OF COMMISSIONERS

Title:

VP of Finance

Date:

07.07.14

Date:

Jul 8, 2014



SERVICES ORDER FORM – ONE

This Services Order Form - One (“**SOF - One**”) is entered into by and between Castlight Health, Inc. (“**Castlight**”) and Customer on May 4, 2020 (the “**SOF - One Effective Date**”) and is governed by that Master Services Agreement (including all amendments, exhibits, the “**MSA**”) and the Castlight Health Terms and Conditions (“**T&Cs**”) which are incorporated by the MSA. Customer and Castlight are collectively “**Parties**” and individually a “**Party.**”

1. CUSTOMER INFORMATION

Legal Name	Tippecanoe County Government
Headquarters Mailing Address	ATTN: Shirley Mennen - Human Resources Director 20 N. 3 rd Street Lafayette, IN 47901 smennen@tippecanoe.in.gov
Email Address for Invoicing	smennen@tippecanoe.in.gov
Full Name, Title and Email Address for Notices	Shirley Mennen - Human Resources Director smennen@tippecanoe.in.gov
State of Operation	Indiana
MSA Effective Date	May 4, 2020
Name of Customer’s Health Plan (“Plan”)	The Board of Commissioners of Tippecanoe County
Term of Service of SOF - One	Eighteen (18) Months from the Care Guidance Navigator - Enterprise Production Ready Date
Billing Terms	Annual in advance
Payment Terms	Net 30 days
Name of TPA(s)	Anthem
Name of PBM	IngenioRx
Name of FSA Vendor	Infinisource

2. **DEFINITIONS.** All capitalized terms not otherwise defined in this SOF - One shall have the meanings assigned to them in the MSA.

- a. “**Annual Recurring Fee**” means the fees invoiceable by Castlight to Customer on an annual basis each Contract Year.
- b. “**Contract Year**” means each twelve (12) month period of the Agreement commencing with the Production Ready Date for Care Guidance Navigator - Enterprise, unless otherwise set forth in the applicable Services Order Form.
- c. “**Eligibility File**” means the file provided by Customer (or Customer’s designated affiliate) to Castlight in accordance with Castlight’s specifications that identifies all Members.
- d. “**PEPM**” means the per Employee per month rate used to calculate the Annual Recurring Fee for the applicable Service.



- e. **“Production Ready Date”** means the day immediately following the day Castlight delivers notice that the implementation of the applicable Castlight Service or Other Services is complete and available to go into production. Customer understands that the Production Ready Date for a functionality is dependent upon Castlight’s prompt receipt of data from Customer and (if applicable) Administrators in a format specified by Castlight, and any customization identified in this SOF- One.

3. CASTLIGHT SERVICE – CARE GUIDANCE NAVIGATOR - ENTERPRISE PACKAGE

- a. **Castlight Service Fees.** Castlight Service fees are invoiceable upon Care Guidance Navigator – Enterprise Production Ready Date as part of the Annual Recurring Fee. Annual Recurring Fees are calculated by multiplying: (1) the applicable PEPM rate; (2) the total number of Employees identified in Section 3.a.; and (3) twelve (12) months.

Castlight Service	PEPM	Employees	Annual Recurring Fee
Care Guidance Navigator – Enterprise Package	\$4.50	595	\$32,130.00
Total Castlight Services Fee			\$32,130.00

- b. **Implementation & Integration Fees.** Implementation and integration fees below are one-time fees invoiceable by Castlight on the SOF - One Effective Date.

Implementation & Integration Services	Quantity	Per Unit Fee	Total Amount
Care Guidance Navigator - Enterprise Package Implementation	N/A	N/A	\$0.00
Embedded Registration Integration	N/A	Included	Included
Program Linkout (unlimited)	N/A	Included	Included
Total Implementation & Integrations Fee			\$0.00

2. ADDITIONAL TERMS

- a. **Initial Term.** The terms and conditions of this SOF – One for the Services shall be effective on the SOF - One Effective Date and extend for eighteen (18) months (**“Initial Term”**) from the Care Guidance Navigator - Enterprise Production Ready Date and for any Renewal Term, as defined below (collectively, **“Term”**), unless otherwise agreed to in writing.
- b. **Renewal Term.** Following the Initial Term, this SOF – One shall automatically renew for an additional eighteen (18) month term (each a **“Renewal Term”**), unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the Initial Term or any Renewal Term. All fees will increase three percent (3%) each year for each Renewal Term.
- c. **Adjustments.** At the conclusion of each Contract Year, Castlight may audit the total number of Employees for the Castlight Service by reviewing the Eligibility File run closest in date to the anniversary of the Care Guidance Navigator - Enterprise Production Ready Date for the Contract Year that is ending. If the total number of Employees from such Eligibility File shows an increase or decrease of at least 10% (ten



percent) from the agreed upon number of Employees used to calculate the most recent Annual Recurring Fees, the Annual Recurring Fees shall be adjusted accordingly effective for the next Annual Recurring Fee.

- d. Corporate Event.** If Customer undergoes a material event (including but not limited to acquisitions, mergers) at any time during the Term (an “**Event**”) and such Event results in an increase or decrease from the total number of Employees used to calculate the most recent Annual Recurring Fees for the Castlight Service, then such Annual Recurring Fees shall be adjusted accordingly effective the first day of the month immediately following the month in which such Employees are either newly eligible to participate in the Castlight Service or cease participating in the Castlight Service.
- e. Services Description.** The above purchased Castlight Service will include the functionality described in the Services Description located at <http://www.castlighthealth.com/complete-services-description> which is subject to change from time to time at the sole discretion of Castlight; provided that no change in functionality can materially adversely affect the functionality of the Castlight Service that existed as of the Production Ready Date.
- f. Limited Logo Use.** During the Term, Customer grants Castlight license to use its name and logo solely for purposes of performing the Service.
- g. Order of Precedence.** Should there be a discrepancy between the terms and conditions of this SOF- One and the terms and conditions of the MSA, the terms and conditions of this SOF – One shall prevail.
- h. Misc.** Any expansion of the scope of this SOF - One will require a separate Services Order Form mutually agreed to by the parties. Unless explicitly provided for, fees herein are non-cancellable and nonrefundable. All other terms and conditions of the MSA shall remain unchanged and in full force and effect. This SOF - One and the MSA constitute the complete and entire understanding of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, this SOF - One is entered into and becomes a binding part of the MSA as of the SOF - One Effective Date.

ACCEPTED AND AGREED TO FOR:

CASTLIGHT HEALTH, INC.

TIPPECANOE COUNTY GOVERNMENT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Reciprocal Services Agreement

This Reciprocal Services Agreement (“Reciprocal Agreement”) is entered into on January 30th, 2020 (“Effective Date”), between Tippecanoe County Government, (“TCG”), Midwest Area School Employees’ Insurance Trust (“the Trust”), and Proactive MSO, LLC (“VENDOR”). The Trust includes participating Indiana school corporations (the “Member Schools”) which are listed in the Trust PSA and are incorporated into this Reciprocal Agreement by this reference. The Trust and its Member Schools may also collectively be referred to herein as the “CLIENTS”. Vendor and Clients are collectively referred to herein as the “Parties” or individually a “Party”.

RECITALS

Whereas, (a) Vendor provides certain services to TCG which include Vendor operating and managing a program for the provision of Medical Services to TCG and its authorized Participants at TCG Clinic and, (b) the relationship between Vendor and TCG is governed by a Professional Services Agreement between TCG and Vendor, dated September 19, 2016;

Whereas, (a) Vendor provides certain services to the Trust which include Vendor operating and managing a program for the provision of Medical Services to the Trust and its authorized Participants at the Trust Clinics, and (b) the relationship between Vendor and the Trust is governed by the following Professional Services Agreements:

(a) Professional Services Agreement between Vendor and the Trust dated January 1, 2020,

Whereas, Clients have certain Participants who, by nature of their residential location, may have limited access to Medical Services provided by Vendor (“REMOTE PARTICIPANTS”);

Whereas, it is in the best interests of Clients to ensure that such Certain Remote Participants have access to Medical Services provided by Vendor at Clinic locations that are more convenient to such Remote Participants;

Whereas, Clients desire to cooperate and provide assistance to one another in an effort to provide improved access to Medical Services for their Remote Participants;

Whereas, Vendor agrees to facilitate such cooperation and provide Medical Services to such Remote Participants of Clients at either TCG Clinic or the Trust Clinics, whichever is more convenient for the Remote Participant;

NOW THEREFORE, the Parties, in consideration of the mutual covenants and agreements hereinafter set forth, agree as follows:

1. DEFINITIONS

1.1. “CONTROLLING PSAS” are defined as TCG PSA and the Trust PSA collectively.

- 1.2. "MEDICAL SERVICES" are defined as set forth in the Controlling PSAs.
- 1.3. "PARTICIPANTS" are defined as all individuals, collectively authorized by Clients to receive Medical Services provided by Vendor.
- 1.4. "REMOTE PARTICIPANTS" are defined as either TCG Participants or the Trust Participants who, by nature of their residential location, may have limited access to the Clinic location that is established by their respective employer and operated by Vendor.
- 1.5. "TCG CLINIC" is defined as the medical clinic established, managed, and operated by Vendor, under the terms of TCG PSA, located at 20 N 3rd St. Lafayette, IN 47901.
- 1.6. "TCG PARTICIPANTS" are defined as the individuals who are authorized by TCG to receive Medical Services provided by Vendor.
- 1.7. "TCG PSA": is defined as the Professional Services Agreement and its incorporated exhibits between TCG and Vendor, as specified in Recitals of this Reciprocal Agreement.
- 1.8. "THE TRUST CLINICS(S)" are defined as medical clinics established, managed, and operated by Vendor, under the combined terms of the Trust PSA, located at:
 - a.) 303 N Main St. Monticello, IN 47960,
 - b.) 300 W Vine St. Delphi, IN 46923,
 - c.) 13188 South 50 East Kentland, IN 47951,
 - d.) 715 School Dr. Winamac, IN 46996,
 - e.) 504 Colonial Ct. Plymouth, IN 46563,
 - f.) 5325 N. Cougar Rd. New Carlisle, IN 46552,
 - g.) 9808 South 600 West, Union Mills, IN 46382
- 1.9. "THE TRUST PARTICIPANTS" are defined as the individuals who are authorized by the Trust to receive Medical Services provided by Vendor.
- 1.10. "THE TRUST PSA" are defined as all Professional Services Agreements and their incorporated exhibits collectively, between Vendor and the Trust, as specified in Recitals of this Reciprocal Agreement.

2. DUTIES AND RESPONSIBILITIES

2.1. Controlling PSAs Initiate Reciprocal Agreement.

2.1.1. The Parties agree and understand that (a) all rights and obligations under this Reciprocal Agreement arise from the Parties' existing business relationships with Vendor, (b) these existing relationships are governed under separate Controlling PSAs between Clients and Vendor, and (c) all rights and obligations under Controlling PSAs shall supersede the rights and obligations established under this Reciprocal Agreement in any event by which this Reciprocal Agreement may be found in conflict with any of the provisions set forth in Controlling PSAs.

2.1.2. This Reciprocal Agreement shall establish neither rights inuring to, nor obligations imposed upon, either Party unless (a) TCG and the Trust and its individual member entities are both individually engaged with Vendor, and (b) such an engagement is governed by a Controlling PSA. The Parties shall have no obligations to one another unless the Controlling PSAs are in full force and effect between Vendor and TCG and Vendor and the Trust. In the event that the foregoing is not satisfied, then, this Agreement shall automatically terminate in such event.

2.2. Good Faith Effort: in the event any terms of provisions in this Reciprocal Agreement are found to be in conflict with any rights or obligations that are set forth in Controlling PSAs, Parties shall (a) collaborate, in good faith, to determine and implement a solution that meets the intent of this Reciprocal Agreement and is satisfactory to all Parties and (b) adopt such a solution by making the necessary changes or modifications to either this Reciprocal Agreement or the Controlling PSAs.

2.3. Duties and Responsibilities of Vendor

2.3.1. Vendor's Duties and Responsibilities to TCG: Vendor shall provide Medical Services to certain TCG Remote Participants at the Trust Clinics, in a similar manner and using similar methods by which TCG Remote Participants could receive the same Medical Services at TCG Clinic.

2.3.1.1. Service Standards: Vendor shall provide all services to TCG Remote Participants in accordance with the Service Standards set forth in the TCG PSA. At all times, with respect to Medical Services and methods used by Vendor in provision of services to TCG Remote Participants, the TCG PSA shall be controlling.

2.3.1.2. Conflicts: in the event of a conflict between TCG PSA and this Reciprocal Agreement with respect to Service Standards, Vendor and TCG shall work in good faith to (a) identify and implement a solution that meets the intent of this Reciprocal Agreement and the TCG PSA and satisfies all affected parties and (b) make necessary changes and modifications to TCG PSA to accommodate the intent of this Reciprocal Agreement. In the event such changes to TCG PSA cannot be made, TCG PSA shall be controlling.

2.3.1.3. No Rights Waived by TCG: Vendor agrees and understands that (a) nothing in this Reciprocal Agreement shall be construed as a waiver of TCG's rights that are set forth in TCG PSA and (b) Vendor's duties and responsibilities to TCG, as set forth in TCG PSA, remain in full force and effect.

2.3.1.4. No Additional Cost to TCG: Vendor's provision of Medical Services to certain the Trust Remote Participants at TCG clinic, with respect to this Reciprocal Agreement, shall result in no additional fees or expenses billable to TCG that may be incurred by Vendor in its provision of such services to the Trust Participants.

2.3.2. Vendor's Duties and Responsibilities toward the Trust: Vendor shall provide Medical Services to certain the Trust Remote Participants at TCG Clinic, in a similar manner and using similar methods by which the Trust Participants could receive the same Medical Services at the Trust Clinics.

2.3.2.1. Service Standards: Vendor shall provide all services to the Trust Remote Participants in accordance with Service Standards set forth in the Trust PSA. At all times, with respect to Medical Services and methods used by Vendor in provision of services to the Trust Remote Participants, the Trust PSA shall be controlling.

2.3.2.2. Conflicts: in the event of a conflict between the Trust PSA and this Reciprocal Agreement with respect to Service Standards, Vendor and the Trust shall attempt to (a) identify and implement a solution that meets the intent of this Reciprocal Agreement and satisfies all affected parties and (b) make necessary changes and modifications to the Trust PSA to accommodate the intent of this Reciprocal Agreement. In the event such changes to the Trust PSA cannot be made, the Trust PSA shall be controlling.

2.3.2.3. No Rights Waived by the Trust: Vendor agrees and understands that (a) nothing in this Reciprocal Agreement shall be construed as a waiver of the Trust's rights that are set forth in the Trust PSA and (b) Vendor's duties and responsibilities to the Trust, as set forth in the Trust PSA, remain in full force and effect.

2.3.2.4. No Additional Cost to the Trust: Vendor's provision of Medical Services to certain Trust Remote Participants at TCG Clinics, with respect to this Reciprocal Agreement, shall result in no additional fees or expenses billable to the Trust that may be incurred by Vendor in its provision of such services to the Trust Participants.

2.3.3. Accurate Allocation of Expenses to responsible Parties: Vendor shall accurately identify and document services provided to individual Remote Participants at the TCG Clinic and the Trust Clinics, on the basis of Individual Participant's respective employer.

2.3.3.1. All services that are billable to either TCG or the Trust on a pass-through basis, as set forth in their respective Controlling PSAs, but not including the cost of staffing, shall be documented and allocated to the respective Client accurately, on the basis of Participants' individual health plan membership in the Client.

2.3.3.2. Vendor shall bill the Client for such pass-through expenses only for services rendered to the responsible Client's own Participant.

2.3.3.3. In no event shall either Client be financially responsible for expenses incurred by Vendor with respect to services provided to Participants of another Client, provided that the cost of personnel employed at Clinics shall be excluded from this requirement and Clients agree to compensate Vendor for their respective cost of personnel, as set forth in Section 2.3.4.2 and Section 2.3.6.2.

2.3.4. TCG's Duties and Responsibilities toward Vendor

2.3.4.1. TCG shall allow and not interfere in Vendor's provision of Medical Services to certain Trust Remote Participants.

2.3.4.2. TCG agrees and understands that Medical Services provided by Vendor to the Trust Remote Participants at TCG Clinic may be provided by personnel who are otherwise retained by Vendor under the terms of TCG PSA to provide Medical Services to TCG Participants. TCG agrees that (a) it will continue to compensate Vendor for the cost of such personnel, as set forth in TCG PSA, and (b) Vendor's use of such personnel to provide Medical Services to certain the Trust Remote Participants shall not be construed as a violation of terms set forth in TCG PSA or a breach of Vendor's duties and responsibilities as set forth in TCG PSA.

2.3.5. TCG's Duties and Responsibilities toward the Trust

2.3.5.1. TCG shall allow the Trust Remote Participants to access TCG Clinic to obtain Medical Services provided by Vendor.

2.3.6. the Trust's Duties and Responsibilities toward Vendor

2.3.6.1. The Trust shall allow and not interfere in Vendor's provision of Medical Services to certain TCG Remote Participants.

2.3.6.2. The Trust agrees and understands that Medical Services provided by Vendor to TCG Remote Participants at the Trust Clinics may be provided by personnel who are otherwise retained by Vendor under the terms of the Trust PSAs to provide Medical Services to the Trust Participants. The Trust agrees that (a) it will continue to compensate Vendor for the cost of such personnel, as set forth in the Trust PSA, and (b) Vendor's use of such personnel to provide Medical Services to certain TCG Remote Participants shall not be construed as a violation of terms set forth in the Trust PSA or a breach of Vendor's duties and responsibilities as set forth in the Trust PSA.

2.3.7. the Trust's Duties and Responsibilities toward TCG

2.3.7.1. the Trust shall allow TCG Remote Participants to access the Trust Clinics to obtain Medical Services provided by Vendor.

3. RELATIONSHIPO OF PARTIES

3.1. Vendor is and shall always be an independent contractor with respect to TCG and the Trust in the performance of its obligations under this Agreement. Nothing in this Agreement shall be construed to create any partnership, joint venture, employment or agency relationship between any of the Parties. It is expressly agreed that neither TCG, the Trust, nor Vendor, by virtue of this Agreement, shall have the right, power or authority to act or create any obligation, expressed, implied or otherwise, on behalf of the other Party.

4. CONFIDENTIALITY AND NON-DISCLOSURE

4.1. Vendor and TCG agree that, with respect to all issues relating to Confidentiality and Non-Disclosure, both Parties shall abide by the Confidentiality and Non-Disclosure terms set forth in TCG PSA. In all matters of Confidentiality and Non-Disclosure, TCG PSA shall be controlling.

4.2. Vendor and the Trust agree that, with respect to all issues relating to Confidentiality and Non-Disclosure, both Parties shall abide by the Confidentiality and Non-Disclosure terms set forth in the Trust PSA. In all matters of Confidentiality and Non-Disclosure, the Trust PSA shall be controlling.

5. OWNERSHIP

5.1. All issues and matters with respect to Ownership of equipment, supplies, and other materials shall be controlled by (a) TCG PSA with respect to such matters of Ownership at TCG Clinic, and (b) the Trust PSA with respect to such matters of Ownership at the Trust Clinics. In the event questions arise with respect to such Ownership matters, as a result of this Reciprocal Agreement, Parties agree to refer to appropriate PSAs for further guidance.

5.2. All issues and matters with respect to Electronic Data shall be controlled by (a) TCG PSA with respect to such matters of Electronic Data as relates to TCG Participants, and (b) the Trust PSA with respect to such matters of Electronic Data as relates to the Trust Participants. In the event questions arise with respect to such Data matters, as a result of this Reciprocal Agreement, Parties agree to refer to refer to appropriate PSAs for further guidance.

6. TERM AND TERMINATION

6.1. Term: The term of this Reciprocal Agreement shall correspond with and be subject to applicable terms and conditions that are set forth in Controlling PSAs, and, in the event this Reciprocal Agreement shall conflict with any provision of a Controlling PSA, the terms of the Controlling PSA shall prevail.

- 6.2. Termination by Clients: Clients reserve the right to terminate this Reciprocal Agreement at any time, with or without cause, and without any penalties, with a 60-day notice to all Parties.
- 6.3. Termination by Vendor: Vendor reserves the right to terminate this Reciprocal Agreement at any time, with or without cause, and without any penalties, with a 60-day notice to all Parties.
- 6.4. Automatic Termination: In the event either TCG or the Trust terminate their relationship with the Vendor by terminating either of the Controlling PSAs, this Reciprocal Agreement shall terminate automatically, and Vendor must provide a minimum of 30-day notice to all Parties in the event of such Automatic Termination.
- 6.5. Replacement of Controlling PSAs: in the event either TCG or the Trust choose to re-negotiate their relationship with Vendor and establish a new Professional Services Agreement with Vendor that replaces either TCG PSA or the Trust PSA, (a) such a replacement Professional Services Agreement shall be accepted by Parties as a Replacement to a Controlling PSA, with respect to its meaning for the purposes of this Reciprocal Agreement; and (b) this Reciprocal Agreement shall continue in full force and effect and shall not require any further changes or modifications, unless requested by either Party.

7. INDEMNIFICATION

- 7.1. Vendor and TCG agree that, with respect to all issues relating to Indemnification, both Parties shall abide by the Indemnification terms and conditions as set forth in TCG PSA. In all matters of Indemnification, TCG PSA shall be controlling.
- 7.2. Vendor and the Trust agree that, with respect to all issues relating to Indemnification, both Parties shall abide by the Indemnification terms and conditions as set forth in the Trust PSA. In all matters of Indemnification, the Trust PSA shall be controlling.

8. COMPENSATION

- 8.1. Neither Party shall be entitled to any additional compensation as a result of this Reciprocal Agreement, with the exception of Compensation terms and provisions that are set forth in Controlling PSAs, provided that TCG and the Trust agree to continue compensating Vendor for all Expenses incurred on a pass-through basis, for services provided by Vendor to their Remote Participants regardless of whether such services were provided at TCG Clinic or the Trust Clinics, and as set forth in Parties' respective Controlling PSAs.
- 8.2. In all matters of compensation and fees, the terms and provisions set forth in Controlling PSAs shall be controlling.

9. STANDARDS OF SERVICES

9.1. All issues and matters with respect to Standards of Services shall be controlled by (a) TCG PSA with respect to such Standards of Services matters related to TCG Participants, and (b) the Trust PSA with respect to such Standards of Services matters related to the Trust Participants. In the event questions arise with respect to such Standards of Services matters, Parties agree to refer to appropriate Controlling PSAs for further guidance.

10. NON-SOLICITATION

10.1. All issues and matters with respect to Non-Solicitation shall be controlled by (a) TCG PSA with respect to such Non-Solicitation matters related to TCG Participants, and (b) the Trust PSA with respect to such Non-Solicitation matters related to the Trust Participants. In the event questions arise with respect to such Non-Solicitation matters, Parties agree to refer to appropriate Controlling PSAs for further guidance.

11. MISCELLANEOUS

11.1. Waivers and Modifications: As set forth above, the failure of either Party to enforce its rights under this Reciprocal Agreement at any time for any period shall not be construed as a waiver of such rights. No changes, modifications to, or waivers of any provision of this Reciprocal Agreement shall be effective unless evidenced in writing and signed by authorized representatives of each party.

11.2. Severability: In the event that any provision of this Reciprocal Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and this Reciprocal Agreement shall otherwise remain in full force and effect.

11.3. Governing Law: This Reciprocal Agreement shall be governed in accordance with the laws of the State of Indiana. The Parties hereto irrevocably consent to the jurisdiction and venue of either the state or federal courts serving Indiana with respect to any and all actions related to this Agreement or the enforcement hereof.

11.4. Headings: Headings herein are for convenience of reference only and shall in no way affect the interpretation of this Agreement.

11.5. Notices: Notices shall be sent to the addresses specified herein for receipt of notices.

11.5.1. TCG: For purposes of this Reciprocal Agreement notices to TCG shall be sent to:

Tippecanoe County Government
20 N. 3rd St.
Lafayette, IN 47901
Attn: Shirley Mennen

11.5.2. The Trust: For purposes of this Reciprocal Agreement notices to the Trust shall be sent to all of the following:

Trust President

328 North Market Street

PO Box 656

Monon, Indiana 47959

11.5.3. Vendor: For purposes of this Reciprocal Agreement, notices to Vendor shall be sent to:

**Proactive MSO, LLC
10 Centimeters Drive
Mauldin, SC 29662
Attention: Troy Corley**

With a copy to:

**Proactive MSO, LLC
3495 S. 4th Street
Terre Haute, Indiana 47802
Attention: Igor Kozunov**

11.6. Survival: The obligations under the provisions of Sections IV, VII, X and XI and of this Reciprocal Agreement shall survive termination of this Reciprocal Agreement.

11.7. Signature Authority: Each Party has full power and authority to enter into and perform this Reciprocal Agreement, and the person signing this Reciprocal Agreement on behalf of each Party has been properly authorized and empowered to enter into this Reciprocal Agreement.

11.8. Clients Not Performing Medical Services: Vendor acknowledges and agrees that TCG and the Trust are not performing Medical Services or determining the appropriateness of any Medical Services in the performance of their obligations pursuant to this Reciprocal Agreement and that Medical Services shall be performed pursuant to this Reciprocal Agreement solely by Vendor and its Medical Personnel.

IN WITNESS WHEREOF, the parties by their authorized representatives have executed this Agreement.

By: _____
Authorized Agent of Proactive MSO, LLC

Date: ____/____/____

By: _____
Authorized Agent of Tippecanoe County Government

Date: ____/____/____

By:  _____
Authorized Agent of Midwest Area School Employees'
Insurance Trust

Date: 4 / 10 / 2020



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 885-005 INITIATION DATE: 4/14/20	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Davidson Excavating 5533 S. 800 W. Russiaville, IN 46979	PROJECT NUMBERS: 885 / 885 CONTRACT DATE: August 22, 2019 CONTRACT FOR: 4S-Excavation and Sitework	

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-087

Omit the removal of the gas lines and electric lines that do not fall inside of the foot print of buildings. Omit the removal of stormwater sewers between the existing Coliseum and Dairy Barn and between the existing Coliseum and Sheep Barn. Deduct and move \$17,757 from the "Removals" line item on the AIA 703 and move to a new line item "Owner Directed Work."

NO CHANGE TO CONTRACT SUM

The original Contract Sum was	\$	1,687,897.00
Net change by previously authorized Change Orders	\$	26,220.62
The Contract Sum prior to this Change Order was	\$	1,714,117.62
The Contract Sum will be unchanged by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	1,714,117.62

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 CONSTRUCTION MANAGER (Firm name) 102 North 3rd Street, Suite 201, Lafayette, IN 47901 ADDRESS	NA ARCHITECT (Firm name) NA ADDRESS
BY (Signature) Mike Roberts <i>(Typed name)</i>	BY (Signature) NA <i>(Typed name)</i>
DATE: 04/17/2020	DATE: NA
Davidson Excavating CONTRACTOR (Firm name) 5533 S. 800 W., Russiaville, IN 46979 ADDRESS	Tippecanoe County Commissioners OWNER (Firm name) 20 N. Third Street, Lafayette, IN 47901 ADDRESS
BY (Signature) Tamara Davidson <i>(Typed name)</i>	BY (Signature) David Byers <i>(Typed name)</i>
DATE: 4/15/2020	DATE:



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: BP3 885-004

INITIATION DATE: 4/20/2020

OWNER:

CONSTRUCTION MANAGER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR *(Name and address):*

Shepler Construction Company
720 Erie Avenue
Logansport, IN 46947

PROJECT NUMBERS: 885 / 885

CONTRACT DATE: March 18, 2019

CONTRACT FOR: 3A - PRE-ENGINEERED
METAL BUILDINGS

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-089

Extra material cost to upsize the sidewall ductwork rough opening sizes to include insulation thickness:

New headers & sills **\$3,562.00**

New flashing for openings **\$1,969.00**

Freight **\$213.00**

Total **INCREASE** for this Change Order: **\$5,744.00**

CHANGE ORDER BP3 885-004 (EWO 885-089)

The original Contract Sum was	\$ 3,066,000.00
Net change by previously authorized Change Orders	\$ 32,331.00
The Contract Sum prior to this Change Order was	\$ 3,098,331.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,744.00
The new Contract Sum including this Change Order will be	\$ 3,104,075.00

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 CONSTRUCTION MANAGER <i>(Firm name)</i> 102 North 3rd Street Suite 201 Lafayette, IN 47901 ADDRESS <hr/> BY <i>(Signature)</i> Mike Roberts 4/21/2020 <i>(Typed name)</i> DATE:	NA ARCHITECT <i>(Firm name)</i> NA <hr/> ADDRESS <hr/> BY <i>(Signature)</i> NA <i>(Typed name)</i> DATE: NA
Shepler Construction Company CONTRACTOR <i>(Firm name)</i> 720 Erie Avenue Logansport, IN 46947 ADDRESS <hr/> BY <i>(Signature)</i> Dave Shepler 4-20-20 <i>(Typed name)</i> DATE:	Tippecanoe County Commissioners OWNER <i>(Firm name)</i> 20 N.Third Street Lafayette, IN 47901 ADDRESS <hr/> BY <i>(Signature)</i> David Byers <i>(Typed name)</i> DATE:

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)

Denney Excavating, Inc.
2050 S. Harding St.
Indianapolis, IN 46221
Telephone Number: 317-423-0738

BID PACKAGE 5A Demolition 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.

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.

Init.

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User Notes:

(3B9ADA4E)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

EXHIBIT A – DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

The Contractor shall be responsible for BID PACKAGE 5A Demolition 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: August 10, 2020

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

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User Notes:

(3B9ADA4E)

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: September 25, 2020

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 the 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 Two Hundred Fifty-Eight THOUSAND Four HUNDRED DOLLARS and Zero CENTS (\$ 258,400.00), 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.)

NA

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User Notes:

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§ 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.)

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
<u>Labor Rate</u>	<u>\$/Hour</u>	<u>\$44.50/Hour</u>
<u>Mark Up on Material</u>	<u>Percentage</u>	<u>15%</u>
<u>Mark Up on Equipment Rental</u>	<u>Percentage</u>	<u>15%</u>
<u>Mark Up on SubContractors</u>	<u>Percentage</u>	<u>5%</u>

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
-		

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

<u>Item</u>	<u>Allowance</u>
<u>NA</u>	

§ 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.)

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
<u>NA</u>		

§ 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.

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§ 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.)

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

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
-		

§ 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.)

<u>Item</u>	<u>Allowance</u>
<u>NA</u>	

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

NA

Init.

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
- .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

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- .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 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.

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§ 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.

§ 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.

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§ 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.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

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.

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§ 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
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

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- 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)

Randy Denney
2050 S. Harding St.
Indianapolis, IN 46221
Telephone Number: 317-423-0738

Email Address: rdenney@denneyex.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
<u>NA</u>			

§ 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
<u>DIVISION 00</u>	<u>PROCUREMENT AND CONTRACT REQUIREMENTS</u> <u>Provided by Construction Manager</u>	
<u>DIVISION 01</u>	<u>GENERAL REQUIREMENTS</u>	
<u>011000</u>	<u>Summary</u>	<u>3</u>
<u>014000</u>	<u>Quality Requirements</u>	<u>6</u>
<u>104534</u>	<u>Structural Tests and Special Inspections</u>	<u>7</u>
<u>017700</u>	<u>Closeout Procedures</u>	<u>2</u>
<u>017823</u>	<u>Operation and Maintenance Data</u>	<u>6</u>
<u>017839</u>	<u>Project Record Documents</u>	<u>4</u>
<u>017900</u>	<u>Demonstration and Training</u>	<u>3</u>
<u>DIVISION 02</u>	<u>EXISTING CONDITIONS</u>	
<u>024119</u>	<u>Selective Demolition</u>	<u>5</u>

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033000	Cast-In-Place Concrete	<u>19</u>
<u>DIVISION</u> 04	<u>MASONRY</u>	
042200	Concrete Unit Masonry	<u>12</u>
047200	Cast Stone Masonry	<u>7</u>
<u>DIVISION</u> 05	<u>METALS</u>	
054000	Cold-Formed Metal Framing	<u>8</u>
055000	Metal Fabrications	<u>9</u>
055213	Pipe and Tube Railings	<u>7</u>
<u>DIVISION</u> 06	<u>WOOD, PLASTICS, AND COMPOSITES</u>	
061000	Rough Carpentry	<u>4</u>
066400	Plastic Paneling	<u>3</u>
<u>DIVISION</u> 07	<u>THERMAL AND MOISTURE PROTECTION</u>	
071113	Bituminous Dampproofing	<u>4</u>
072100	Thermal Insulation	<u>3</u>
072413	Polymer-based Exterior Insulation and Finish Systems (EFIS)	<u>7</u>
072413.13	Formed Metal Wall Panels	<u>8</u>
075223	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	<u>13</u>
076200	Sheet Metal Flashing and Trim	<u>7</u>
077200	Roof Accessories	<u>6</u>
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<u>DIVISION</u> 08	<u>OPENINGS</u>	
081113	Hollow Metal Doors and Frames	<u>8</u>
083113	Access Doors and Frames	<u>3</u>
083313	Coiling Counter Doors	<u>6</u>
083323	Overhead Coiling Doors	<u>6</u>
083613	Sectional Doors	<u>7</u>
084213	Aluminum-Framed Entrances	<u>9</u>
084313	Aluminum-Framed Storefronts	<u>9</u>
085113	Aluminum Windows	<u>5</u>
087100	Door Hardware	<u>15</u>
088000	Glazing	<u>9</u>
<u>DIVISION</u> 09	<u>FINISHES</u>	
092216	Non-Structural Metal Framing	<u>9</u>
092900	Gypsum Board	<u>4</u>
095113	Acoustical Panel Ceilings	<u>7</u>
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<u>DIVISION</u> 10	<u>SPECIALTIES</u>	
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102239	Folding Panel Partitions	<u>8</u>
102600	Wall and Door Protection	<u>4</u>
102800	Toilet, Bath, and Laundry Accessories	<u>6</u>
104413	Fire Protection Cabinets	<u>5</u>
104416	Fire Extinguishers	<u>3</u>
105613	Metal Storage Shelving	<u>4</u>

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<u>116143</u>	<u>Stage Curtain</u>	<u>7</u>
<u>116653</u>	<u>Gymnasium Dividers</u>	<u>5</u>
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<u>220500</u>	<u>Basic Plumbing Material and Methods</u>	<u>11</u>
<u>220519</u>	<u>Meters and Gages</u>	<u>5</u>
<u>220523</u>	<u>Valves</u>	<u>5</u>
<u>220529</u>	<u>Hangers, Supports, and Anchors</u>	<u>10</u>
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§ 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

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<u>E-304.2</u>	<u>Electrical Systems First Floor Plan – Area D</u>	<u>6/17/19</u>
<u>E-305.2</u>	<u>Electrical Systems Mezzanine Plan</u>	<u>6/17/19</u>
<u>E-306.2</u>	<u>Electrical Fire Alarm Plan – Area A</u>	<u>6/17/19</u>
<u>E-307.2</u>	<u>Electrical Fire Alarm Plan – Area B</u>	<u>6/17/19</u>
<u>E-308.2</u>	<u>Electrical Fire Alarm Plan – Area C</u>	<u>6/17/19</u>
<u>E-309.2</u>	<u>Electrical Fire Alarm Plan – Area D</u>	<u>6/17/19</u>
<u>E-401.2</u>	<u>Enlarged Plans</u>	<u>6/17/19</u>
<u>E-402.2</u>	<u>Enlarged Plans</u>	<u>6/17/19</u>
<u>E-403.2</u>	<u>Enlarged Plans</u>	<u>6/17/19</u>
<u>E-501.2</u>	<u>Electrical Schedule Sheet</u>	<u>6/17/19</u>
<u>E-601.2</u>	<u>Coliseum One-Line and Grounding Riser Diagrams</u>	<u>6/17/19</u>
<u>E-602.2</u>	<u>Switchboard Schedules and Elevations</u>	<u>6/17/19</u>
<u>E-603.2</u>	<u>System Riser Diagrams</u>	<u>6/17/19</u>
<u>E-604.2</u>	<u>Panelboard Schedules</u>	<u>6/17/19</u>
<u>E-605.2</u>	<u>Panelboard Schedules</u>	<u>6/17/19</u>
<u>E-606.2</u>	<u>Panelboard Schedules</u>	<u>6/17/19</u>
<u>E-701.2</u>	<u>Electrical Details</u>	<u>6/17/19</u>
<u>E-702.2</u>	<u>Electrical Details</u>	<u>6/17/19</u>
<u>E-703.2</u>	<u>Electrical Details</u>	<u>6/17/19</u>
	<u>VIDEO</u>	
<u>T-001.2</u>	<u>Technology Cover Sheet</u>	<u>6/17/19</u>
<u>T-101.2</u>	<u>First Floor Loudspeaker Location Plan</u>	<u>6/17/19</u>
<u>T-102.2</u>	<u>Partial First Floor Technology Plan – Area A</u>	<u>6/17/19</u>
<u>T-103.2</u>	<u>Partial First Floor Technology Plan – Area B</u>	<u>6/17/19</u>
<u>T-104.2</u>	<u>Partial First Floor Technology Plan – Area C</u>	<u>6/17/19</u>
<u>T-105.2</u>	<u>Partial First Floor Technology Plan – Area D</u>	<u>6/17/19</u>
<u>T-106.2</u>	<u>Mezzanine Technology Plan</u>	<u>6/17/19</u>
<u>T-401.2</u>	<u>Technology Enlargements</u>	<u>6/17/19</u>
<u>T-501.2</u>	<u>Technology Riser Diagrams</u>	<u>6/17/19</u>
<u>T-502.2</u>	<u>Technology Details and Riser Diagrams</u>	<u>6/17/19</u>
<u>T-601.2</u>	<u>Technology Schedules</u>	<u>6/17/19</u>

§ 9.1.6 The Addenda, if any:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>1</u>	<u>2/26/20</u>	<u>3</u>
<u>2</u>	<u>2/27/20</u>	<u>1</u>
<u>3</u>	<u>2/27/20</u>	<u>3</u>

<u>Number</u>	<u>Date</u>	<u>Pages</u>
-		

Init.

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.)

NA

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)

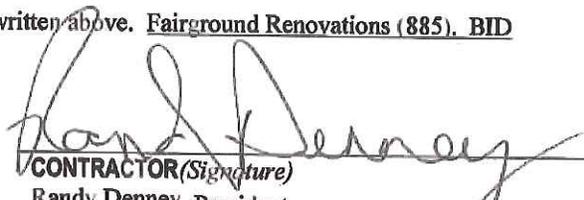
<u>INSURANCE REQUIREMENTS</u>	
<u>All Contractors will be required to provide up-to-date CERTIFICATES OF INSURANCE evidencing insurance as stated in the summary below. All Contractors will be required to add TECTON CONSTRUCTION MANAGEMENT (CONSTRUCTION MANAGER) and TIPPECANOE COUNTY BOARD OF COMMISSIONERS (OWNER) as additional insureds under their GENERAL LIABILITY policy with respect to any other insurance afforded to Owner and Contractor.</u>	
<u>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.</u>	
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

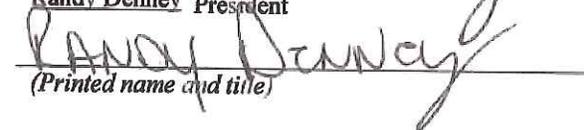
There is a Payment/Performance Bond Required for this project.

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

OWNER (Signature)
 David Byers, County Commissioner

 (Printed name and title)



CONTRACTOR (Signature)
 Randy Demey, President


 (Printed name and title)



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 885-002 INITIATION DATE: 4/2/2020	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
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 885-084

- Add slab-on-grade 3/4" depression embeds at 6 ea. exterior overhead doors per attached detail.

Total **INCREASE** for this Change Order: **\$2,699.00**

The original Contract Sum was	\$	<u>1,888,000.00</u>
Net change by previously authorized Change Orders	\$	<u>2,474.00</u>
The Contract Sum prior to this Change Order was	\$	<u>1,890,474.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>2,699.00</u>
The new Contract Sum including this Change Order will be	\$	<u>1,893,173.00</u>

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	NA
(Typed name)	(Typed name)
DATE: 04/29/2020	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	David Byers
(Typed name)	(Typed name)
DATE: 4/28/2020	DATE:

Tecton Construction Management, Inc.

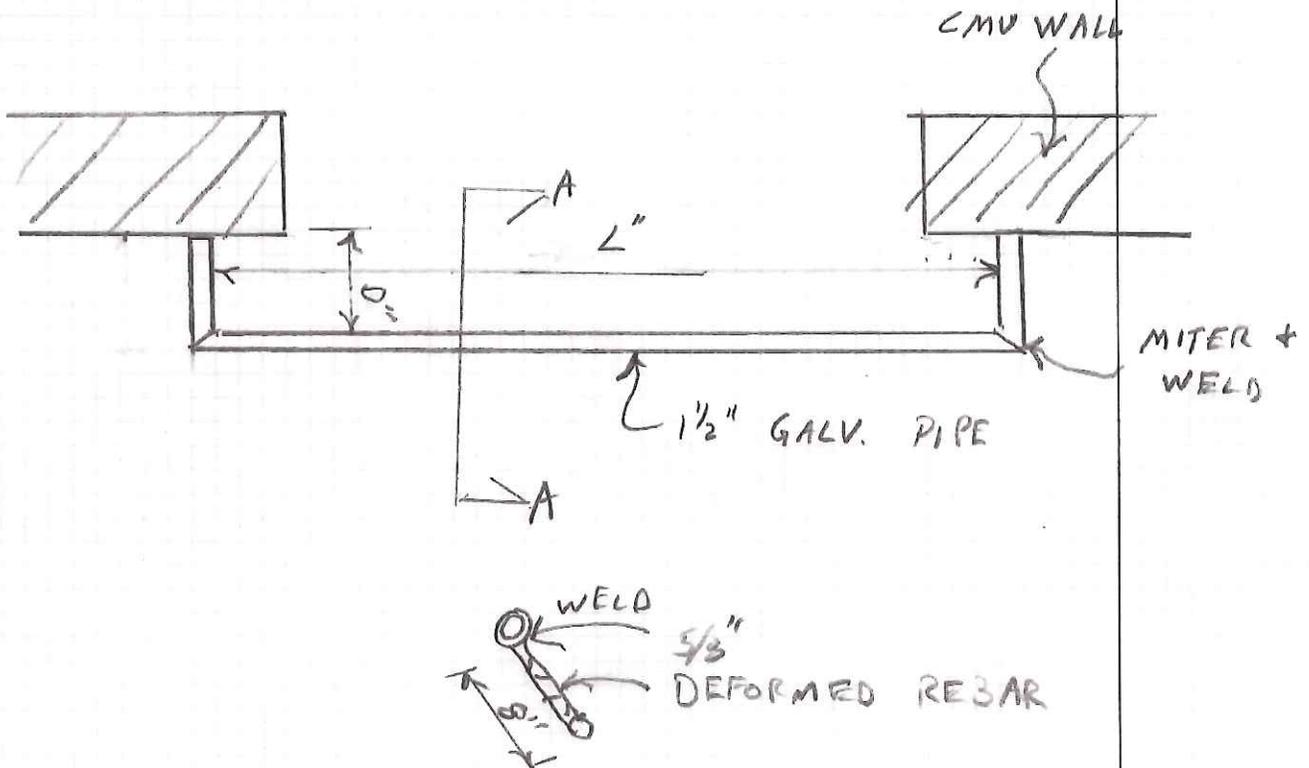
Date 3/12/20

Project 885 - COLISEUM

Sheet # _____

@ OVERHEAD DOORS 106 D, 119 E - 126 D
L = 24'-8"
O = 7'

@ OVERHEAD DOORS 124 C, 125 C + 126 C, 137 D, and 137 C
L = 12'-8"
O = 6''





AIA[®]

Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (*Name and address*):
899-Tippecanoe Co Central Offices -
TCCO
1950 South 18th Street
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP1 899-001
INITIATION DATE: 4/24/2020

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

TO CONTRACTOR (*Name and address*):
Central Indiana Glass & Glazing, Inc.
707 Farabee Court Lafayette, IN 47905

PROJECT NUMBERS: 899 / 899
CONTRACT DATE: March 6, 2020
CONTRACT FOR: 1D-Aluminum Doors Frames and
Storefront

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 899-002

- DEDUCT** - Change the exterior doors from Kawneer insulpour doors to Kawneer standard doors. -<**\$1,000.00**>
 - DEDUCT** - Change exterior glass to a readily available Solarban 60 glass that meets all Indiana energy codes. -<**\$3,500.00**>
- Total **DECREASE** for this Change Order: -<**\$4,500.00**>

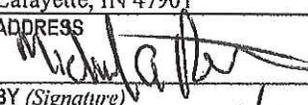
CHANGE ORDER BP1 899-001 (EWO 899-002)

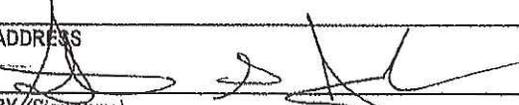
The original Contract Sum was	\$ 47,777.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 47,777.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 4,500.00
The new Contract Sum including this Change Order will be	\$ 43,277.00

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, Inc.	NA
CONSTRUCTION MANAGER (Firm name)	ARCHITECT (Firm name)
102 North 3rd Street	NA
Suite 201	
Lafayette, IN 47901	
ADDRESS	ADDRESS
	
BY (Signature)	BY (Signature)
Mike Roberts	NA
(Typed name)	(Typed name)
DATE: 04/29/2020	DATE: NA

Central Indiana Glass & Glazing, Inc.	Tippecanoe County Commissioners
CONTRACTOR (Firm name)	OWNER (Firm name)
707 Farabee Court Lafayette, IN 47905	20 N. 3rd Street
	Lafayette, IN 47901
ADDRESS	ADDRESS
	
BY (Signature)	BY (Signature)
Steve Julian	Tracy Brown
(Typed name)	(Typed name)
DATE:	DATE: