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

AGENDA

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

I. PLEDGE OF ALLEGIANCE

II. 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

VII. GRANTS- SHARON HUTCHISON

Documents:

AGENDA05042020GRANTS.PDF

VIII. 3 CHANGE ORDERS & 1 AGREEMENT FOR FAIRGROUNDS PROJECT

Documents:

AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT1.PDF
AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT2.PDF
AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT3.PDF
AGENDA05042021AGREEMENTFAIRGROUNDSPROJECT.PDF

IX. 1 CHANGE ORDER FOR CENTRAL OFFICES PROJECT

1950 S 18th Street, former YMCA

Documents:

AGENDA05042020CHANGEORDERCENTRALOFFICES1.PDF

X. REPORTS ON FILE

Building Commission

Documents:

AGENDA05042020REPORTSONFILEBUILDINGCOMMISSION.PDF

XI. UNFINISHED/NEW BUSINESS

XII. PUBLIC COMMENT

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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):

	Base Bid Total	Total Alternate #1
○ 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

TIPPECANOE COUNTY
HIGHWAY DEPARTMENT

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:

Stewart W. Kline
Executive Director,
Highway Department

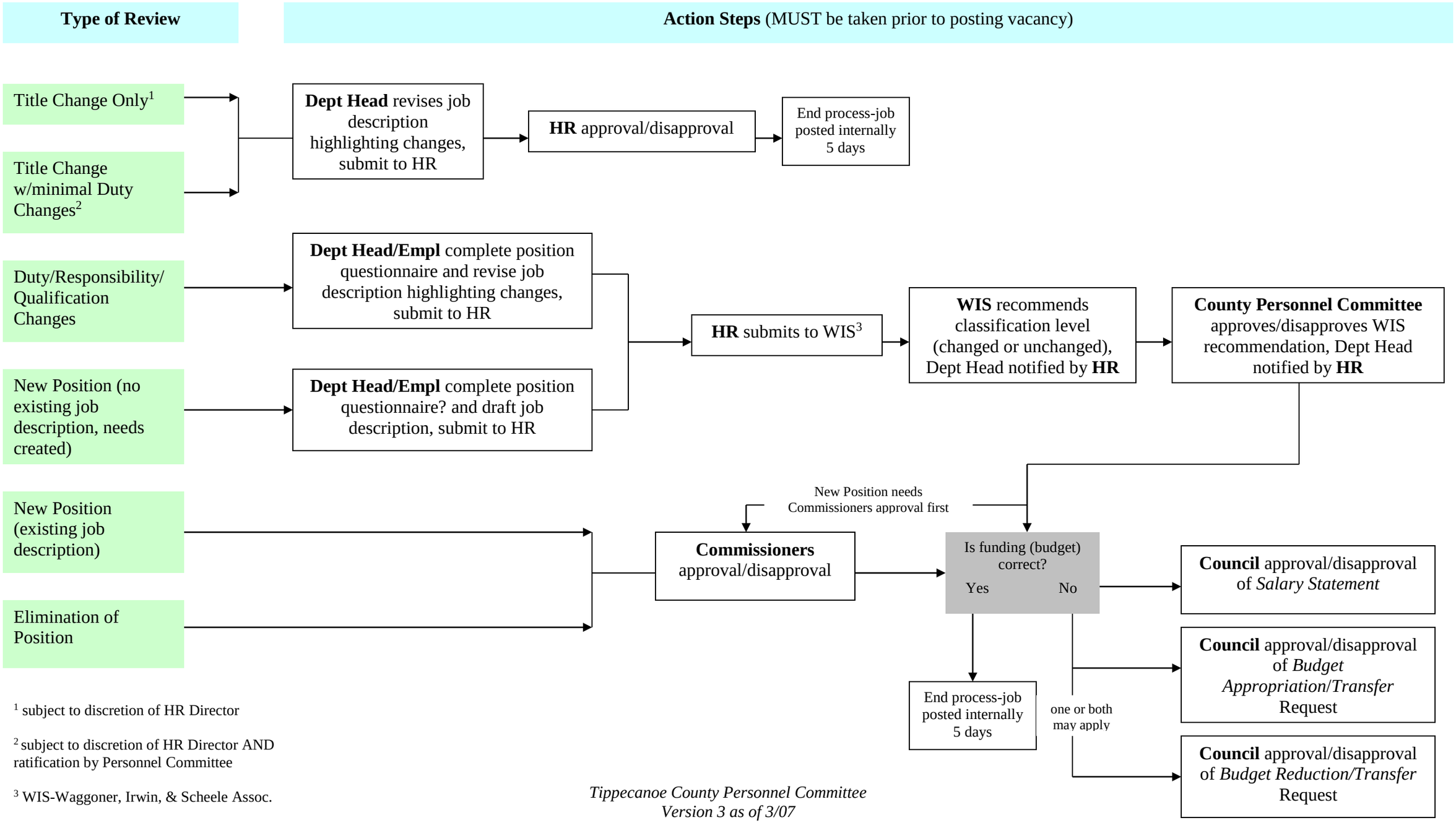
Approved by:
Tippecanoe County Commissioners

_____
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.

Tippecanoe County Personnel Committee
Version 3 as of 3/07

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

5/4/20 Grant Requests

Permission to apply for Grant:

- **Circuit Court**: Funds for Veteran's Court from Indiana Supreme Court in the amount of $6,500 to continue the program.
- **Sheriff Office**: Bullet Proof Vest
- **Community Corrections:** Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) from BJA for continuation of current program.

Permission to Accept Grant:

- **HEALTH**: COVID 19 CDBG funds in the amount of $100,000 to provide the assistance needed for isolated and quarantined individuals in the County.

MOU/Contract:

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

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	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street, Suite 201, Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
Michael R Roberts	
BY *(Signature)*	**BY** *(Signature)*
Mike Roberts 04/7/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
Davidson Excavating	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
5533 S. 800 W.. Russiaville, IN 46979	20 N.Third Street, Lafayette, IN 47901
ADDRESS	**ADDRESS**
Tamara Davidson	
BY *(Signature)*	**BY** *(Signature)*
Tamara Davidson 4/15/2020	David Byers
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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Change Order - Construction Manager-Adviser Edition

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

CHANGE ORDER NUMBER: 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**

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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	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 4/21/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
Shepler Construction Company	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
720 Erie Avenue Logansport, IN 46947	20 N.Third Street Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Dave Shepler 4-20-20	David Byers
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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(3B9ADABD)

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.

Init. /

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User Notes: (3B9ADA4E)

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

The Owner and Contractor agree as follows.

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(3B9ADA4E)

TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

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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 to right to hire additional help to bring the project back on schedule at the Contractor's expense.

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

ARTICLE 4 CONTRACT SUM

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

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

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

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

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

§ 4.2 Stipulated Sum

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

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

-

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

Item	Allowance
NA	

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

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

NA

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

NA

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

NA

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

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

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

§ 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.)

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

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

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

NA

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

NA

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

Item	Allowance
NA	

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

NA

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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.

[X] 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.

Init. /

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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
NA			

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

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

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DIVISION 03	CONCRETE	
033000	Cast-In-Place Concrete	19
DIVISION 04	MASONRY	
042200	Concrete Unit Masonry	12
047200	Cast Stone Masonry	7
DIVISION 05	METALS	
054000	Cold-Formed Metal Framing	8
055000	Metal Fabrications	9
055213	Pipe and Tube Railings	7
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES	
061000	Rough Carpentry	4
066400	Plastic Paneling	3
DIVISION 07	THERMAL AND MOISTURE PROTECTION	
071113	Bituminous Dampproofing	4
072100	Thermal Insulation	3
072413	Polymer-based Exterior Insulation and Finish Systems (EFIS)	7
072413.13	Formed Metal Wall Panels	8
075223	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	13
076200	Sheet Metal Flashing and Trim	7
077200	Roof Accessories	6
077253	Snow Guards	3
078413	Penetration Firestopping	9
079200	Joint Sealants	8
DIVISION 08	OPENINGS	
081113	Hollow Metal Doors and Frames	8
083113	Access Doors and Frames	3
083313	Coiling Counter Doors	6
083323	Overhead Coiling Doors	6
083613	Sectional Doors	7
084213	Aluminum-Framed Entrances	9
084313	Aluminum-Framed Storefronts	9
085113	Aluminum Windows	5
087100	Door Hardware	15
088000	Glazing	9
DIVISION 09	FINISHES	
092216	Non-Structural Metal Framing	9
092900	Gypsum Board	4
095113	Acoustical Panel Ceilings	7
096513	Resilient Base and Accessories	5
099000	Painting	9
DIVISON 10	SPECIALTIES	
101423.16	Room Identification Panel Signage	5
102239	Folding Panel Partitions	8
102600	Wall and Door Protection	4
102800	Toilet, Bath, and Laundry Accessories	6
104413	Fire Protection Cabinets	5
104416	Fire Extinguishers	3
105613	Metal Storage Shelving	4

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User Notes: (3B9ADA4E)

DIVISION 11	EQUIPMENT	
111323	Portable Dock Equipment	2
116143	Stage Curtain	7
116653	Gymnasium Dividers	5
DIVISION 12	FURNISHINGS	
122413	Roller Window Shades	5
123623.13	Plastic-Laminate Countertops	4
126613	Telescoping Bleachers	14
DIVISION 21	FIRE SUPPRESSION	
210000	General Requirements for Fire Protection Systems	7
210004	Coordination with Other Trades	4
210500	Basic Fire Protection Materials and Methods	8
210529	Hangers, Supports, and Anchors	6
211313	Wet-Pipe Sprinkler System	9
211316	Dry-Pipe Sprinkler System	9
DIVISION 22	PLUMBING	
220000	General Requirements for Plumbing Systems	8
220004	Coordination with Other Trades	4
220500	Basic Plumbing Material and Methods	11
220519	Meters and Gages	5
220523	Valves	5
220529	Hangers, Supports, and Anchors	10
220533	Electrical Heat Tracing for Pipelines	2
220700	Plumbing Insulation	11
221116	Water Distribution Piping	6
221119	Plumbing Specialties	11
221123	Water Distribution Pumps	5
221124	Natural Gas Piping Systems	12
221316	Drainage and Vent Systems	7
223300	Electric Water Heaters	5
223400	Fuel-Fired Water Heaters	7
224000	Plumbing Fixtures	9
DIVISION 23	HEATING VENTALTING & AIR CONDITIONING	
230000	General Requirements for HVAC Systems	8
230004	Coordination with Other Trades	4
230500	Basic Mechanical Materials and Methods	10
230519	Meters and Gages	6
230529	Supports and Anchors	10
230593	Testing, Adjusting and Balancing	15
230700	Mechanical Insulation	12
230800	FL Commissioning of HVAC	5
230900	Instrumentation and Control for HVAC	17
230993	Sequence of Operation	4
232300	Refrigerant Piping	8
232923	Variable Frequency Drive for HVAC Motor Control	5
233113	Metal Ducts	10
233300	Duct Accessories	7
233400	Fans	6
233713	Diffusers, Registers, and Grilles	2
237423	Gas-Fired, Make-Up Air Unit	3

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237523	Rooftop Heating and Cooling Units	6
238126	Ductless, Split-System Air Conditioners	4
238200	Terminal Units	4
DIVISION 26	ELECTRICAL	
260010	Electrical Demolition	3
260500	Basic Electrical Requirements	7
260501	Basic Electrical Materials and Methods	6
260519	Building Wire and Cable	4
260523	Motor Power and Control Wiring	2
260526	Grounding and Bonding for Electrical Systems	7
260529	Hangers and Supports for Electrical Systems	6
260533	Raceways and Boxes for Electrical Systems	12
260536	Cable Trays for Electrical Systems	8
260553	Electrical Identification	3
260573-13	Overcurrent Protective Device Short-Circuit Study	5
260573-16	Overcurrent Protective Device Coordination Study	9
260583	Equipment Connections	2
260923	Lighting Control Devices	9
260943-16	Addressable-Luminaire Lighting Controls	9
262200	Dry-Type Transformers	3
262413	Switchboards	7
262416	Panelboards and Circuit Breakers	4
262726	Wiring Devices	3
262813	Fuses	2
262816	Safety Switches	3
262900	Motor Controllers	9
266119	LED Interior Lighting	11
265213	Emergency and Exit Lighting	6
265619	LED Exterior Lighting	9
DIVISION 27	COMMUNICATIONS	
270500	Basic Audio-Visual Requirements	23
270533	Telecommunications Raceway Systems	2
270553	Identification for Communication Systems	7
271100	Communications Equipment Room Fittings	4
271500	Communications Horizontal Cabling	14
274100	Professional Audio-Visual System	47
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	
281300	Access Control	26
282000	Video Surveillance	10
283111	Digital, Addressable Fire-Alarm System	19
DIVISION 31	EARTHWORK	
311000	Site Clearing	5
312000	Earth Moving	6
312305	Structure Excavation, Backfilling and Compaction	7
312333	Trenching and Backfilling	7
312500	Erosion and Sediment Control	6
DIVISION 32	EXTERIOR IMPROVEMENTS	
321116	Subbase Courses	4
321216	Asphalt Paving	5
321630	Concrete Sidewalks	5

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321723	Pavement Marking	2
323113	Chain Link Fence and Gates	8
329113	Soil Preparation	4
329200	Turf and Grasses	5
329300	Plantings	6
DIVISON 33	UTILITIES	
330500	Common Work Results for Utilities	14
330513	Manholes and Structures	5
313313-13	Ductile Iron Public Water Utility Distribution Piping	3
333110	Sanitary Utility Sewerage Piping	2
334100-20	High Density Polyethylene Storm Utility Drainage Piping	2

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

-

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Tippecanoe County Fairground Improvement Project Phases 2 & 3" ISSUED FOR BID July 8, 2019

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

Number	Title	Date
	GENERAL	
G-001.2	Cover Sheet	6/17/19
G-002.2	General Notes & Legend	5/31/19
G-003.2	Scope of Work	5/31/19
G-004.2	Horizontal & Vertical Control	5/31/19
	CIVIL	
CD-101.2	Existing Conditions & Demolition – 1	5/31/19
CD-102.2	Existing Conditions & Demolition – 2	5/31/19
C-103	Site Layout & Utility Plan	10/17/18
C-105	Site Layout & Utility Plan	10/17/18
C-106	Site Layout & Utility Plan	10/17/18
C-201.2	Site Layout	5/31/19
C-201A.2	Site Layout Asphalt Alternate	5/31/19
C-205	Site Grading, Drainage and Erosion Control Plan	8/14/18
C-206	Site Grading, Drainage and Erosion Control Plan	8/14/18
C-301.2	Grading and Drainage Plan	5/31/19
C-302.2	Storm Profiles	5/31/19
C-303.2	Stormwater Pollution Prevention Plan (SWPPP) – 1	5/31/19
C-304.2	Stormwater Pollution Prevention Plan (SWPPP) – 2	5/31/19
C-401.2	Utility Plan	5/31/19
C-402.2	Sanitary Profiles	5/31/19
C-501.2	Construction Details	5/31/19
C-502.2	Construction Details	5/31/19
C-503.2	Construction Details	5/31/19
C-504.2	Construction Details	5/31/19
C-601.2	Landscape Plan	5/31/19
C-602.2	Landscape Plan	5/31/19
C-603.2	Landscape Plan & Details	5/31/19
C-604.2	Landscape Details	5/31/19
C-605.2	Landscape Details	5/31/19
	STRUCTURAL	

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User Notes: (3B9ADA4E)

S-001.2	Structural Notes and Abbreviations	5/31/19
S101.2	Foundation Plan – Plan	5/31/19
S-102.2	Foundation Plan – Area A	5/31/19
S-103.2	Foundation Plan – Area B	5/31/19
S-104.2	Foundation Plan – Area C	5/31/19
S-105.2	Foundation Plan – Area D	5/31/19
S-401.2	Partial Foundation Plan	5/31/19
S-501.2	Pier Details	5/31/19
S-502.2	Concrete Sections and Details	5/31/19
S-503.2	Concrete Sections and Details	5/31/19
S-504.2	Concrete Sections and Details	5/31/19
S-701.2	Concrete Typical Details	5/31/19
S-702.2	Concrete Typical Details	5/31/19
S-703.2	Masonry Typical Details	5/31/19
	ARCHITECTURAL	
A-001.2	Wall Types	6/17/19
A-002.2	Life Safety Plan	6/17/19
A-101.2	First Floor Plan	6/17/19
A-102.2	Partial First Floor Plan – Area A	6/17/19
A103.2	Partial First Floor Plan – Area B	6/17/19
A-104.2	Partial First Floor Plan – Area C and Mezzanine Plan	6/17/19
A-105.2	Partial First Floor Plan – Area D	6/17/19
A-106.2	Roof Plan and Connector Roof Plan	6/17/19
A-107.2	First Floor Reflected Ceiling Plan	6/17/19
A-108.2	First Floor Finish Plan	6/17/19
A-109.2	First Floor Signage Plan	6/17/19
A-401.2	Building Elevations	6/17/19
A-402.2	Building Sections	6/17/19
A-403.2	Building Sections	6/17/19
A-404.2	Building Sections & Wall Sections	6/17/19
A-405.2	Wall Sections & Details	6/17/19
A-406.2	Wall Sections & Details	6/17/19
A-407.2	Partition Details	6/17/19
A-408.2	Plan Enlargements – Restrooms	6/17/19
A-409.2	Finish Details	6/17/19
A-410.2	Connector Structure Details	6/17/19
A-411.2	Swine Barn	6/17/19
A-412.2	Canopy Details	6/17/19
A-413.2	Canopy Details	6/17/19
A-501.2	Door Schedule & Details	6/17/19
A-502.2	Storefront Details	6/17/19
A-503.2	Room Finish Schedule & Material Finish Legend	6/17/19
A-901.2	Perspectives	6/17/19
A-902.2	Interior Perspectives	6/17/19
	FIRE PROTECTION	
FP-001.2	Legend, Abbreviations and Symbols	6/17/19
FP-101.2	First Floor Fire Protection Plan	6/17/19
FP-102.2	Partial First Floor Fire Protection Plan – Area A	6/17/19
FP-103.2	Partial First Floor Fire Protection Plan – Area B	6/17/19
FP-104.2	Partial First Floor Fire Protection Plan – Area C	6/7/19
FP-105.2	Partial First Floor Fire Protection Plan – Area D	6/17/19
FP-601.2	Fire Protection Details and Schedules	6/17/19
	PLUMBING	
P-001.2	Legend, Abbreviations and Symbols	6/17/19
P-010.2	Overall Underground Plumbing Plan	6/17/19

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P-011.2	Partial Underground Plumbing Plan – Area A	6/17/19
P-012.2	Partial Underground Plumbing Plan – Area B	6/17/19
P-013.2	Partial Underground Plumbing Plan – Area C	6/17/19
P-014.2	Partial Underground Plumbing Plan – Area D	6/17/19
P-101.2	Overall First Floor Sanitary and Vent Plumbing Plan	6/17/19
P-102.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area A	6/17/19
P-103.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area B	6/17/19
P-104.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area C	6/17/19
P-105.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area D	6/17/19
P-201.2	Overall First Floor Potable Plumbing Plan	6/17/19
P-202.2	Partial First Floor Potable Plumbing Plan – Area A	6/17/19
P-203.2	Partial First Floor Potable Plumbing Plan – Area B	6/17/19
P-204.2	Partial First Floor Potable Plumbing Plan – Area C	6/17/19
P-205.2	Partial First Floor Potable Plumbing Plan – Area D	6/17/19
P-301.2	Plumbing Roof Plan	6/17/19
P-302.2	Partial Plumbing Roof Plan – Area A	6/17/19
P-303.2	Partial Plumbing Roof Plan – Area B	6/17/19
P-304.2	Partial Plumbing Roof Plan – Area C	6/17/19
P-305.2	Partial Plumbing Roof Plan – Area D	6/17/19
P-401.2	Enlarged Plans	6/17/19
P-402.2	Enlarged Plans	6/17/19
P-403.2	Enlarged Kitchen Plans	6/17/19
P-501.2	Plumbing Sanitary Riser Diagrams	6/17/19
P-502.2	Plumbing Potable Riser Diagram	6/17/19
P-503.2	Plumbing Natural Gas Riser Diagram	6/17/19
P-601.2	Plumbing Details	6/17/19
P-701.2	Plumbing Schedules	6/17/19
	MECHANICAL	
M-001.2	Legend, Abbreviations and Symbols	6/17/19
M-101.2	First Floor Mechanical Plan	6/17/19
M-102.2	Partial First Floor Mechanical Plan – Area A	6/17/19
M-103.2	Partial First Floor Mechanical Plan – Area B	6/17/19
M-104.2	Partial First Floor Mechanical Plan – Area C	6/17/19
M-105.2	Partial First Floor Mechanical Plan – Area D	6/17/19
M-106.2	Roof Mechanical Plan	6/17/19
M-107.2	Partial Roof Mechanical Plan – Area A	6/17/19
M-108.2	Partial Roof Mechanical Plan – Area B	6/17/19
M-109.2	Partial Roof Mechanical Plan – Area C	6/17/19
M-110.2	Partial Roof Mechanical Plan – Area D	6/17/19
M-601.2	Mechanical Details	6/17/19
M-602.2	Mechanical Details	6/17/19
M-701.2	Mechanical Schedules	6/17/19
	ELECTRICAL	
E-001.2	Legend, Abbreviations and Symbols	6/17/19
E-002.2	Electrical Demolition Site Plan	6/17/19
E-003.2	Electrical Site Plan - West	6/17/19
E-004.2	Electrical Site Plan – East	6/17/19
E-005.2	Site Electrical Single Line Diagrams	6/17/19
E-100.2	Overall Building Plan	6/17/19
E-101.2	Electrical Lighting First Floor Plan – Area A	6/17/19
E-102.2	Electrical Lighting First Floor Plan – Area B	6/17/19
E-103.2	Electrical Lighting First Floor Plan – Area C	6/17/19
E-104.2	Electrical Lighting First Floor Plan – Area D and E	6/17/19
E-105.2	Electrical Mezzanine Lighting Plan	6/17/19
E-201.2	Electrical Power First Floor Plan – Area A	6/17/19

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

§ 9.1.6 The Addenda, if any:

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

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

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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

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ARTICLE 10 INSURANCE AND BONDS

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

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

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

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

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

OWNER*(Signature)*	**CONTRACTOR***(Signature)*
David Byers, County Commissioner	Randy Denney President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A132™ – 2009

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

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

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

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

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

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.

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

The Owner and Contractor agree as follows.

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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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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 to right to hire additional help to bring the project back on schedule at the Contractor's expense.

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

ARTICLE 4 CONTRACT SUM

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

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

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

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

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

§ 4.2 Stipulated Sum

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

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

-

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

Item	Allowance
NA	

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

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

NA

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

NA

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

NA

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

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

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

§ 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.)

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

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

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

NA

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

NA

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

Item	Allowance
NA	

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

NA

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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.

[X] 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.

Init. /

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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
NA			

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

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

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DIVISION 03	CONCRETE	
033000	Cast-In-Place Concrete	19
DIVISION 04	MASONRY	
042200	Concrete Unit Masonry	12
047200	Cast Stone Masonry	7
DIVISION 05	METALS	
054000	Cold-Formed Metal Framing	8
055000	Metal Fabrications	9
055213	Pipe and Tube Railings	7
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES	
061000	Rough Carpentry	4
066400	Plastic Paneling	3
DIVISION 07	THERMAL AND MOISTURE PROTECTION	
071113	Bituminous Dampproofing	4
072100	Thermal Insulation	3
072413	Polymer-based Exterior Insulation and Finish Systems (EFIS)	7
072413.13	Formed Metal Wall Panels	8
075223	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	13
076200	Sheet Metal Flashing and Trim	7
077200	Roof Accessories	6
077253	Snow Guards	3
078413	Penetration Firestopping	9
079200	Joint Sealants	8
DIVISION 08	OPENINGS	
081113	Hollow Metal Doors and Frames	8
083113	Access Doors and Frames	3
083313	Coiling Counter Doors	6
083323	Overhead Coiling Doors	6
083613	Sectional Doors	7
084213	Aluminum-Framed Entrances	9
084313	Aluminum-Framed Storefronts	9
085113	Aluminum Windows	5
087100	Door Hardware	15
088000	Glazing	9
DIVISION 09	FINISHES	
092216	Non-Structural Metal Framing	9
092900	Gypsum Board	4
095113	Acoustical Panel Ceilings	7
096513	Resilient Base and Accessories	5
099000	Painting	9
DIVISON 10	SPECIALTIES	
101423.16	Room Identification Panel Signage	5
102239	Folding Panel Partitions	8
102600	Wall and Door Protection	4
102800	Toilet, Bath, and Laundry Accessories	6
104413	Fire Protection Cabinets	5
104416	Fire Extinguishers	3
105613	Metal Storage Shelving	4

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DIVISION 11	EQUIPMENT	
111323	Portable Dock Equipment	2
116143	Stage Curtain	7
116653	Gymnasium Dividers	5
DIVISION 12	FURNISHINGS	
122413	Roller Window Shades	5
123623.13	Plastic-Laminate Countertops	4
126613	Telescoping Bleachers	14
DIVISION 21	FIRE SUPPRESSION	
210000	General Requirements for Fire Protection Systems	7
210004	Coordination with Other Trades	4
210500	Basic Fire Protection Materials and Methods	8
210529	Hangers, Supports, and Anchors	6
211313	Wet-Pipe Sprinkler System	9
211316	Dry-Pipe Sprinkler System	9
DIVISION 22	PLUMBING	
220000	General Requirements for Plumbing Systems	8
220004	Coordination with Other Trades	4
220500	Basic Plumbing Material and Methods	11
220519	Meters and Gages	5
220523	Valves	5
220529	Hangers, Supports, and Anchors	10
220533	Electrical Heat Tracing for Pipelines	2
220700	Plumbing Insulation	11
221116	Water Distribution Piping	6
221119	Plumbing Specialties	11
221123	Water Distribution Pumps	5
221124	Natural Gas Piping Systems	12
221316	Drainage and Vent Systems	7
223300	Electric Water Heaters	5
223400	Fuel-Fired Water Heaters	7
224000	Plumbing Fixtures	9
DIVISION 23	HEATING VENTALTING & AIR CONDITIONING	
230000	General Requirements for HVAC Systems	8
230004	Coordination with Other Trades	4
230500	Basic Mechanical Materials and Methods	10
230519	Meters and Gages	6
230529	Supports and Anchors	10
230593	Testing, Adjusting and Balancing	15
230700	Mechanical Insulation	12
230800	FL Commissioning of HVAC	5
230900	Instrumentation and Control for HVAC	17
230993	Sequence of Operation	4
232300	Refrigerant Piping	8
232923	Variable Frequency Drive for HVAC Motor Control	5
233113	Metal Ducts	10
233300	Duct Accessories	7
233400	Fans	6
233713	Diffusers, Registers, and Grilles	2
237423	Gas-Fired, Make-Up Air Unit	3

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237523	Rooftop Heating and Cooling Units	6
238126	Ductless, Split-System Air Conditioners	4
238200	Terminal Units	4
DIVISION 26	ELECTRICAL	
260010	Electrical Demolition	3
260500	Basic Electrical Requirements	7
260501	Basic Electrical Materials and Methods	6
260519	Building Wire and Cable	4
260523	Motor Power and Control Wiring	2
260526	Grounding and Bonding for Electrical Systems	7
260529	Hangers and Supports for Electrical Systems	6
260533	Raceways and Boxes for Electrical Systems	12
260536	Cable Trays for Electrical Systems	8
260553	Electrical Identification	3
260573-13	Overcurrent Protective Device Short-Circuit Study	5
260573-16	Overcurrent Protective Device Coordination Study	9
260583	Equipment Connections	2
260923	Lighting Control Devices	9
260943-16	Addressable-Luminaire Lighting Controls	9
262200	Dry-Type Transformers	3
262413	Switchboards	7
262416	Panelboards and Circuit Breakers	4
262726	Wiring Devices	3
262813	Fuses	2
262816	Safety Switches	3
262900	Motor Controllers	9
266119	LED Interior Lighting	11
265213	Emergency and Exit Lighting	6
265619	LED Exterior Lighting	9
DIVISION 27	COMMUNICATIONS	
270500	Basic Audio-Visual Requirements	23
270533	Telecommunications Raceway Systems	2
270553	Identification for Communication Systems	7
271100	Communications Equipment Room Fittings	4
271500	Communications Horizontal Cabling	14
274100	Professional Audio-Visual System	47
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	
281300	Access Control	26
282000	Video Surveillance	10
283111	Digital, Addressable Fire-Alarm System	19
DIVISION 31	EARTHWORK	
311000	Site Clearing	5
312000	Earth Moving	6
312305	Structure Excavation, Backfilling and Compaction	7
312333	Trenching and Backfilling	7
312500	Erosion and Sediment Control	6
DIVISION 32	EXTERIOR IMPROVEMENTS	
321116	Subbase Courses	4
321216	Asphalt Paving	5
321630	Concrete Sidewalks	5

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321723	Pavement Marking	2
323113	Chain Link Fence and Gates	8
329113	Soil Preparation	4
329200	Turf and Grasses	5
329300	Plantings	6
DIVISON 33	UTILITIES	
330500	Common Work Results for Utilities	14
330513	Manholes and Structures	5
313313-13	Ductile Iron Public Water Utility Distribution Piping	3
333110	Sanitary Utility Sewerage Piping	2
334100-20	High Density Polyethylene Storm Utility Drainage Piping	2

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

-

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Tippecanoe County Fairground Improvement Project Phases 2 & 3" ISSUED FOR BID July 8, 2019

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

Number	Title	Date
	GENERAL	
G-001.2	Cover Sheet	6/17/19
G-002.2	General Notes & Legend	5/31/19
G-003.2	Scope of Work	5/31/19
G-004.2	Horizontal & Vertical Control	5/31/19
	CIVIL	
CD-101.2	Existing Conditions & Demolition – 1	5/31/19
CD-102.2	Existing Conditions & Demolition – 2	5/31/19
C-103	Site Layout & Utility Plan	10/17/18
C-105	Site Layout & Utility Plan	10/17/18
C-106	Site Layout & Utility Plan	10/17/18
C-201.2	Site Layout	5/31/19
C-201A.2	Site Layout Asphalt Alternate	5/31/19
C-205	Site Grading, Drainage and Erosion Control Plan	8/14/18
C-206	Site Grading, Drainage and Erosion Control Plan	8/14/18
C-301.2	Grading and Drainage Plan	5/31/19
C-302.2	Storm Profiles	5/31/19
C-303.2	Stormwater Pollution Prevention Plan (SWPPP) – 1	5/31/19
C-304.2	Stormwater Pollution Prevention Plan (SWPPP) – 2	5/31/19
C-401.2	Utility Plan	5/31/19
C-402.2	Sanitary Profiles	5/31/19
C-501.2	Construction Details	5/31/19
C-502.2	Construction Details	5/31/19
C-503.2	Construction Details	5/31/19
C-504.2	Construction Details	5/31/19
C-601.2	Landscape Plan	5/31/19
C-602.2	Landscape Plan	5/31/19
C-603.2	Landscape Plan & Details	5/31/19
C-604.2	Landscape Details	5/31/19
C-605.2	Landscape Details	5/31/19
	STRUCTURAL	

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S-001.2	Structural Notes and Abbreviations	5/31/19
S101.2	Foundation Plan – Plan	5/31/19
S-102.2	Foundation Plan – Area A	5/31/19
S-103.2	Foundation Plan – Area B	5/31/19
S-104.2	Foundation Plan – Area C	5/31/19
S-105.2	Foundation Plan – Area D	5/31/19
S-401.2	Partial Foundation Plan	5/31/19
S-501.2	Pier Details	5/31/19
S-502.2	Concrete Sections and Details	5/31/19
S-503.2	Concrete Sections and Details	5/31/19
S-504.2	Concrete Sections and Details	5/31/19
S-701.2	Concrete Typical Details	5/31/19
S-702.2	Concrete Typical Details	5/31/19
S-703.2	Masonry Typical Details	5/31/19
	ARCHITECTURAL	
A-001.2	Wall Types	6/17/19
A-002.2	Life Safety Plan	6/17/19
A-101.2	First Floor Plan	6/17/19
A-102.2	Partial First Floor Plan – Area A	6/17/19
A103.2	Partial First Floor Plan – Area B	6/17/19
A-104.2	Partial First Floor Plan – Area C and Mezzanine Plan	6/17/19
A-105.2	Partial First Floor Plan – Area D	6/17/19
A-106.2	Roof Plan and Connector Roof Plan	6/17/19
A-107.2	First Floor Reflected Ceiling Plan	6/17/19
A-108.2	First Floor Finish Plan	6/17/19
A-109.2	First Floor Signage Plan	6/17/19
A-401.2	Building Elevations	6/17/19
A-402.2	Building Sections	6/17/19
A-403.2	Building Sections	6/17/19
A-404.2	Building Sections & Wall Sections	6/17/19
A-405.2	Wall Sections & Details	6/17/19
A-406.2	Wall Sections & Details	6/17/19
A-407.2	Partition Details	6/17/19
A-408.2	Plan Enlargements – Restrooms	6/17/19
A-409.2	Finish Details	6/17/19
A-410.2	Connector Structure Details	6/17/19
A-411.2	Swine Barn	6/17/19
A-412.2	Canopy Details	6/17/19
A-413.2	Canopy Details	6/17/19
A-501.2	Door Schedule & Details	6/17/19
A-502.2	Storefront Details	6/17/19
A-503.2	Room Finish Schedule & Material Finish Legend	6/17/19
A-901.2	Perspectives	6/17/19
A-902.2	Interior Perspectives	6/17/19
	FIRE PROTECTION	
FP-001.2	Legend, Abbreviations and Symbols	6/17/19
FP-101.2	First Floor Fire Protection Plan	6/17/19
FP-102.2	Partial First Floor Fire Protection Plan – Area A	6/17/19
FP-103.2	Partial First Floor Fire Protection Plan – Area B	6/17/19
FP-104.2	Partial First Floor Fire Protection Plan – Area C	6/7/19
FP-105.2	Partial First Floor Fire Protection Plan – Area D	6/17/19
FP-601.2	Fire Protection Details and Schedules	6/17/19
	PLUMBING	
P-001.2	Legend, Abbreviations and Symbols	6/17/19
P-010.2	Overall Underground Plumbing Plan	6/17/19

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P-011.2	Partial Underground Plumbing Plan – Area A	6/17/19
P-012.2	Partial Underground Plumbing Plan – Area B	6/17/19
P-013.2	Partial Underground Plumbing Plan – Area C	6/17/19
P-014.2	Partial Underground Plumbing Plan – Area D	6/17/19
P-101.2	Overall First Floor Sanitary and Vent Plumbing Plan	6/17/19
P-102.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area A	6/17/19
P-103.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area B	6/17/19
P-104.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area C	6/17/19
P-105.2	Partial First Floor Sanitary and Vent Plumbing Plan – Area D	6/17/19
P-201.2	Overall First Floor Potable Plumbing Plan	6/17/19
P-202.2	Partial First Floor Potable Plumbing Plan – Area A	6/17/19
P-203.2	Partial First Floor Potable Plumbing Plan – Area B	6/17/19
P-204.2	Partial First Floor Potable Plumbing Plan – Area C	6/17/19
P-205.2	Partial First Floor Potable Plumbing Plan – Area D	6/17/19
P-301.2	Plumbing Roof Plan	6/17/19
P-302.2	Partial Plumbing Roof Plan – Area A	6/17/19
P-303.2	Partial Plumbing Roof Plan – Area B	6/17/19
P-304.2	Partial Plumbing Roof Plan – Area C	6/17/19
P-305.2	Partial Plumbing Roof Plan – Area D	6/17/19
P-401.2	Enlarged Plans	6/17/19
P-402.2	Enlarged Plans	6/17/19
P-403.2	Enlarged Kitchen Plans	6/17/19
P-501.2	Plumbing Sanitary Riser Diagrams	6/17/19
P-502.2	Plumbing Potable Riser Diagram	6/17/19
P-503.2	Plumbing Natural Gas Riser Diagram	6/17/19
P-601.2	Plumbing Details	6/17/19
P-701.2	Plumbing Schedules	6/17/19
	MECHANICAL	
M-001.2	Legend, Abbreviations and Symbols	6/17/19
M-101.2	First Floor Mechanical Plan	6/17/19
M-102.2	Partial First Floor Mechanical Plan – Area A	6/17/19
M-103.2	Partial First Floor Mechanical Plan – Area B	6/17/19
M-104.2	Partial First Floor Mechanical Plan – Area C	6/17/19
M-105.2	Partial First Floor Mechanical Plan – Area D	6/17/19
M-106.2	Roof Mechanical Plan	6/17/19
M-107.2	Partial Roof Mechanical Plan – Area A	6/17/19
M-108.2	Partial Roof Mechanical Plan – Area B	6/17/19
M-109.2	Partial Roof Mechanical Plan – Area C	6/17/19
M-110.2	Partial Roof Mechanical Plan – Area D	6/17/19
M-601.2	Mechanical Details	6/17/19
M-602.2	Mechanical Details	6/17/19
M-701.2	Mechanical Schedules	6/17/19
	ELECTRICAL	
E-001.2	Legend, Abbreviations and Symbols	6/17/19
E-002.2	Electrical Demolition Site Plan	6/17/19
E-003.2	Electrical Site Plan - West	6/17/19
E-004.2	Electrical Site Plan – East	6/17/19
E-005.2	Site Electrical Single Line Diagrams	6/17/19
E-100.2	Overall Building Plan	6/17/19
E-101.2	Electrical Lighting First Floor Plan – Area A	6/17/19
E-102.2	Electrical Lighting First Floor Plan – Area B	6/17/19
E-103.2	Electrical Lighting First Floor Plan – Area C	6/17/19
E-104.2	Electrical Lighting First Floor Plan – Area D and E	6/17/19
E-105.2	Electrical Mezzanine Lighting Plan	6/17/19
E-201.2	Electrical Power First Floor Plan – Area A	6/17/19

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

§ 9.1.6 The Addenda, if any:

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

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

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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

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User Notes: (3B9ADA4E)

ARTICLE 10 INSURANCE AND BONDS

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

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

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

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

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

OWNER*(Signature)*	**CONTRACTOR***(Signature)*
David Byers, County Commissioner	Randy Denney President
(Printed name and title)	*(Printed name and title)*

Init.
/

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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>**

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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 Suite 201 Lafayette, IN 47901	NA
ADDRESS	ADDRESS
BY *(Signature)*	BY *(Signature)*
Mike Roberts 04/29/2020	NA
(Typed name) DATE:	*(Typed name)* 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) DATE:	*(Typed name)* DATE:

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User Notes:
(3B9ADACA)

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
19-25	4/9/20	Mike & Carla Sterns *40x56 Barn*	9233 Ford Street		23-21-3	Lauramie	79-16-23-388-009.000-008
38947	4/1/20	Lydia Johnson *Demo house destroyed in fire*	7715 E 1300 S			Lauramie	110-03300-0044 79-16-33-200-003.000-007
38948	4/2/20	Michael Daughtery *30x40 Pole Barn w/open porch*	166 E 1050 S	3	Romney Ridge Minor 17-21-4	Randolph	116-00802-0030 79-15-17-100-014.000-011
38949	4/2/20	Leslie Smith *Addition & Remodel to existing house*	5801 N 75 E		29-24-4	Tippecanoe	79-03-29-200-012.000-017
38950	4/7/20	Jordan Custom Homes *1 story/slab/AG/no deck/open porch*	4998 Newcastle Rd	3	Black Walnut Farms 17-22-3	Sheffield	79-12-17-300-015.000-012
38951	4/7/20	Grant & Anne Heinhold *finished basement*	4465 Soldiers Home Rd		33-24-4	Tippecanoe	126-06500-0260 79-03-33-301-004.000-018
38952	4/7/20	J Scott Summerfield *16x26 attached garage addition*	5130 Glacier Way		The Ridge 22-22-4	Wea	144-02500-0372 79-11-22-226-006.000-031
38953	4/7/20	Brandon & Amy Ahnert *8x22 interior remodel*	6212 N 300 E		23-24-4	Tippecanoe	124-03600-0363 79-03-23-301-010.000-017
38954	4/7/20	Wyandotte School / TSC *6 portable classrooms*	5865 E 50 S		29/30-23-3	Perry	112-03000-0467 79-08-30-400-002.000-009
38955	4/7/20	Wainwright MS / TSC *Concession stand building*	7501 E 700 S		23-22-3	Sheffield	118-03200-0394 79-12-33-200-001.000-012
38956	4/7/20	Rigoberto Padilla *9x26 deck*	104 Maples Park	104	Maples Park 2-23-5	Wabash	134-06500-0124 79-06-02-200-004.000-023
38957	4/7/20	Alan Williams *15x32 detached garage addition*	1521 Mennen Ln		16-22-4	Wea	146-05401-0091 79-11-16-251-014.000-031
38958	4/7/20	Jeff Clark *60x104 pole barn*	5598 S 900 W		22-22-6	Wayne	140-02500-0302 79-09-22-200-006.000-021
38959	4/9/20	KHI *1 Story/Slab/AG/open porch/no deck*	4354 E 450 N	2	Shafers Acres 36-24-4	Washington	138-03202-0027 79-03-36-176-021.000-027
38960	4/13/20	Mitch and Liz Stamper *12x29 Addition- 9x13 deck*	185 Prophet drive	1	Indian village	Wabash	136-05401-0037 79-07-05-326-003.000-024
38961	4/9/20	Terry Edgell *12x30 Addition*	833 Red Oaks Lane	9	Red Oaks 17-22-4	Wea	146-05520-0093 79-11-17-426-010.004-031
38962	4/14/20	Jade Anthrop *12x16 deck*	822 Red Oaks Ln	24	Red Oaks 17-22-4	Wea	146-05520-0137 79-11-17-427-005.000-031

PERMITS ISSUED BETWEEN 04/01/2020 - 04/30/2020

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38963	4/14/20	Juan Morales *48x80 pole barn w/8x32 open porch/200amp*	8616 Turner Rd		BR3-22-6	Wayne	140-04000-0090 79-09-43-530-006.000-028
38964	4/14/20	Casey Null *50x100 Steel Building*	10577 Harmonica Ln		12-22-37	Sheffield	118-01200-0172 79-12-12-400-017.000-012
38965	4/15/20	Tempest Homes *2 Story/Slab/AG/no deck or porch*	3459 Marlton Ct	201	Blackthorne 3-23-5	Wabash	79-06-70-201-016.000-02
38966	4/15/20	Tempest Homes *1 Story/Partial Finished Bsmt/AG/no deck or porch*	4396 Hayloft Drive	16	Auburn Meadows 31-24-4	Wabash	79-03-31-251-016.000-023
38967	4/16/20	SJB Management *Demo Existing House & Garage*	206 Liberty Street	19	School Park	Tippecanoe	148-02000-0051 79-03-23-277-005.000-019
38968	4/16/20	Kenneth Morgan *20x30 Deck*	4090 Nauset Drive	397	Benjamin Crossing 15-22-4	Wea	146-05309-0172 79-11-15-230-018.000-031
38969	4/16/20	Benjamin Rachwal *40x64 Post Frame Bldg*	1401 N 550 W		17-23-5	Shelby	120-00600-0422 79-06-17-400-007.000-014
38970	4/16/20	Clint Holmes *14x16 Shed*	7301 Abby Marle E	1	Abby Marle 17-24-4	Tippecanoe	79-03-16-301-013.000-017
38971	4/16/20	Douglas Shumaker *12x16 Open Porch*	4199 Regatta Drive	70	Roberts Ridge 14-22-4	Wea	146-05200-0787 79-11-14-251-040.000-031
38972	4/16/20	David & Tillie Hennigar *2 Story Barn - Personal Use Only*	5200 N 500 E		25-24-4	Washington	79-03-25-400-003.000-027
38973	4/21/20	Citation Homes *2 story/AG/no deck or porch/slab*	2634 Demmings Ct	113	Brindon Woods 2-23-5	Tippecanoe	79-06-02-327-040.000-023
38974	4/21/20	Jordan Custom Homes *1 story/AG/no deck/open porch/slab*	4668 Abbeyville Dr	63	Concord Ridge 14-22-4	Wea	79-11-14-403-013.000-030
38975	4/21/20	Nate VanLeer *20x20 deck*	8337 Shepardson Creek Dr	17	Weathersfield	Perry	112-03404-0173 79-08-34-376-005.000-009
38976	4/21/20	Milakis Homes *2 story/AG/no deck/open porch/slab*	4307 Magus Ct	244	Stonehenge 34-24-5	Wabash	79-02-34-407-026.000-022
38977	4/21/20	Matt & Melissa Orton *20x40 inground pool w/auto cover/slide/dive*	830 Cliffside Ct	10	Creekside 20-23-3	Perry	112-02009-0105 79-08-20-126-011.000-009
38978	4/21/20	Brian & Trina Clawson *Finish basement*	758 N 400 W		21-23-5	Wabash	132-02200-1001 79-06-21-400-026.000-022
38979	4/21/20	Jerry & Kimberly Wells *12x32 shed*	8503 E 950 N		3-24-3	Tippecanoe	79-04-03-400-005.000-017

TIPPECANOE COUNTY

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Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38980	4/21/20	Dave Stout *detached garage w/loft*	107 Stratford Ct	25	Sheffield 18-22-4	Sheffield	144-02106-0216 79-11-18-276-007.000-030
38981	4/21/20	Chad & Terri Giroux *40x40 pole barn w/6x40 open porch*	3530 Gamble Ln		2-21-4	Lauramie	110-03800-0457 79-15-02-201-008.000-007
38982	4/21/20	Gregory & Melinda Ortman *7x17 screened porch*	740 Dunbar Ct	1	Dunbar Estates 19-23-3	Perry	114-03806-015 79-08-19-100-001.000-010
38983	4/21/20	Derek Cook *40x42 pole barn*	4917 SR26 W	3	Sterrett Minor	Wabash	132-02101-0033 79-06-16-100-012.000-022
38984	4/21/20	Lon Vogt / Green Goose Homes *2 story/slab/AG/no deck/2 open porches*	5915 Augusta Blvd	248	Winding Creek	Tippecanoe	79-03-27-101-041.000-017
38985	4/23/20	Tippecanoe County Commissioners *Interior Remodel including canopy*	1950 S 18th Street		33-23-4	Fairfield	79-07-33-153-002.000-004
38986	4/23/20	Eric Barber *322' Deck*	835 E 725 N	1	Bradbury Minor 17-24-4	Tippecanoe	124-03001-0016 79-03-17-477-001.000-017
38987	4/24/20	Brad Linback *30x40 Pole Barn w/open porch*	9215 W 1060 S		LR/21/6	Jackson	108-03600-0160 79-13-44-900-011.000-006
38988	4/28/20	TSC/ Battleground Middle School *New Fuel canopy & tanks*	6100 N 50 W		19-24-4	Tippecanoe	124-03200-0312 79-03-19-300-005.000-017
38989	4/28/20	Jon & Jennifer Huston *detached garage addition*	982 Shootingstar Ct	3	Meadowgate	Tippecanoe	124-04005-0035 79-03-29-276-003.000-017
38990	4/28/20	Wiliam Mazza *12x16 shed*	4051 Scoria St	343	Stones Crossing 15-22-4	Wea	79-11-10-355-026.000-031
38991	4/28/20	Kevin Handy *attached garage addition*	9272 N 300 W		3-24-5	Wabash	132-03400-0065 79-02-03-400-011.000-022
38992	4/28/20	Joseph McMurry *interior remodel and 200amp upgrade*	4916 Ferret St	33	Samuel Millers Addn	Washington	138-06300-0020 79-04-33-130-003.000-027
38993	4/28/20	Greg & Sherry Hockerman *22x24 addition & deck*	2533 Newman Rd		23-23-5	Wabash	134-07300-0039 79-06-23-326-002.000-023
38994	4/28/20	Brandin Tetzloff *36x36 attached garage*	1218 Lockwood Dr		Lockwood	Fairfield	106-05002-0076 79-07-13-326-005.000-003
38995	4/28/20	Tempest Homes *1 story/slab/AG/no deck or porch*	330 Foal Dr	83	Auburn Meadows 31-24-4	Wabash	79-03-31-251-025.000-023
38996	4/28/20	Nathan & Angela Mosier *Interior bath remodel*	4802 N 250 W		35-24-5	Wabash	134-08300-0062 79-02-35-128-003.000-023

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38997	4/30/20	Larry Pierce *(2) 10x16 Decks*	2004 Wake Robin Drive	82	Wake Robin 11-23-5	Wabash	134-06807-0180 79-06-11-377-003.000-023
38998	4/30/20	Dustin & Loren Rockhill *36x48 Pole Barn*	3515 Gamble Lane		Gamble Lane 2-21-4	Lauramie	110-03800-0479 79-15-02-251-002.000-007
E11004	4/2/20	Greg Boesch *Temporary Pole*	5700 S 250 E		22-22-4	Wea	144-02500-0130 79-11-22-200-001.000-030
E11005	4/2/20	Sequoyah & Julie Bible *New Panel*	11322 S 700 E		20-21-3	Lauramie	79-16-20-200-003.000-007
E11006	4/7/20	Gregory Franklin *upgrade 200amp*	600 Rosa Ln		18-23-3	Perry	112-01800-0281 79-08-18-200-003.000-009
E11007	4/7/20	Robert Dunlap & Debra Lowe *Storm damage repair/100amp*	8635 Grant Rd		9-24-3	Tippecanoe	124-00900-0236 79-04-09-400-005.000-017
E11008	4/9/20	Benjamin Abaka *Upgrade Service*	2673 Brewster Lane	139	Benjamin Crossing	Wea	146-05306-1396 79-11-15-203-039.000-031
E11009	4/9/20	Chris Tabor *New Meter & Service Panel*	6940 Church Street	9	Stockwell	Lauramie	110-07700-0176 79-16-08-229-015.000-007
E11010	4/14/20	Andrew Buis *replace 100amp pushmatic*	8914 Wyandotte Rd		15-22-3	Sheffield	118-01500-0224 79-12-15-400-003.000-012
E11011	4/14/20	Mark & Lisa Lee *install transfer switch/200amp*	1526 Mennen Ln		16-22-4	Wea	146-05401-0047 79-11-16-251-009.000-031
E11012	4/16/20	Mike Ringstrom *Replace Damaged Panel*	1944 Abnaki Way	43	Sagamore Pointe	Wabash	134-06404-0055
E11013	4/23/20	Krystal Sigman *Upgrade Panel*	6738 SR26 W		12-23-6	Shelby	79-05-12-400-005.000-014
E11014	4/23/20	Devin Freischlag *Upgrade Service to 100amp*	706 McCormick Rd	4	Sugar Hill	Wabash	134-07002-0040
E11015	4/28/20	William Peugeot *install solar panels/200amps*	2444 Depauw Dr	62	Pineview Farms 2-23-5	Wabash	137-04650-7008 79-06-02-452-001.000-023
E11016	4/28/20	Carl Sweat *repair 200amp service damaged by storm*	9230 Heaton Rd		12-21-3	Lauramie	110-01200-0219 79-16-12-200-004.000-007
E11017	4/28/20	Elizabeth Dye *upgrade to 200amps for barn*	7401 E 660 N		21-24-3	Washington	138-01400-0168 79-04-21-100-009.000-027
E11018	4/28/20	Paul Massey *upgrade 200amp service*	2621 W 500 N		35-24-5	Wabash	132-05101-0124 79-02-35-127-007.000-022