# Tippecanoe County Board of Commissioners

Meeting
Monday, October 5, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

**TENTATIVE AGENDA**

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

## I. PLEDGE OF ALLEGIANCE

## II. APPROVAL OF MINUTES

Board of Commissioners Meeting: Monday, September 21, 2020

Documents:

AGENDA10052020MINUTES09212020CMDRAFT.PDF

## III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

## IV. PRESENTATION OF PAYROLL- PAULA BENNETT

## V. BRAVO FOR THE ARTS PROCLAMATION - TIPPECANOE ARTS FEDERATION

Documents:

AGENDA10052020BRAVOFORTHEARTSPROCLAMATION2020.PDF

## VI. ORDINANCE NO 2020-15-CM - 2ND READING

Withdrawing Assignment of Jurisdiction to Dayton Redevelopment Commission

Documents:

AGENDA10052020ORDINANCENO020215CM2NDREADING.PDF

## VII. AREA PLAN- SALLIE FAHEY

**ORDINANCE NO. 2020-16-CM - *WITHDRAWN BY PETITIONER***

Z-2800 JOSHUA SHIVES (A to GB): Petitioner is requesting rezoning of Lot 2 of Oliver Subdivision, located at the northwest corner of SR 25 W & CR 500 W, specifically 5000 SR 25 W, Wayne 22 (SE) 22-5. With Commitment.

**ORDINANCE NO. 2020-17-CM**

Z-2805 MIDWEST RENTALS, INC. C/O NANCY FASSNACHT (PDNR to GB): Petitioner is requesting rezoning of 5.23 acres located on the west side of Klondike Road, south of US 52, more specifically 3312 Klondike Road, Wabash 3 (SE) 23-5. (Commitment filed, then withdrawn by petitioner.)

Documents:

AGENDA10052020APCZ2805MIDWEST.PDF

## VIII. HIGHWAY- STEWART KLINE

**Maintenance Bond** – *Duncan Robertson, Inc.* for Tippecanoe County Bridge #133 Replacement in the amount of $727,490.20

**Construction Maintenance Bond** – *Ikes Sewer Service Enterprises* for work in the right-of-way at 3015 SR 25 in the amount of $5,000.00

**Sub-Division Street Maintenance Bond** – *Milestone Contractors, LP* for acceptance of streets in Three Meadows Subdivision, Section One, Phase Two in the amount of $24,150.00

**Sub-Division Street Maintenance Bond** – *Atlas Excavating, Inc.* for acceptance of streets in Three Meadows Subdivision, Section One, Phase Two in the amount of $19,269.40

**Acceptance of Streets** – acceptance of Twin Lakes Circle in Three Meadows Subdivision, Section One, Phase Two into the Tippecanoe County Highway System

**Continuation Certificate** – *Frontier North, Inc.* continuation of Utility Maintenance Bond in the amount of $5,000.00

Documents:

AGENDA10052020HIGHWAYBONDDUNCANROBERTSON.PDF
AGENDA10052020HIGHWAYBONDIKESSEWER.PDF
AGENDA10052020HIGHWAYBONDMILESTONE.PDF
AGENDA10052020HIGHWAYBONDATLAS.PDF
AGENDA10052020HIGHWAYSTREETACCESPTANCETHREEMEADOWS.PDF
AGENDA10052020HIGHWAYBONDFRONTIERNORTH.PDF

## IX. GRANTS- SHARON HUTCHISON

Documents:

AGENDA10052020GRANTSCOMMMTG.PDF

## X. CHANGE ORDER FOR FAIRGROUNDS RENOVATION PROJECT

Shepler Construction Co. - Change Order BP3 885-006
Mulhaupt's, Inc - Change Order BP4 885-004
Davidson Excavating - Change Order BP4 885-006
Brenneco, Inc. - Change Order BP4 885-007

Documents:

AGENDA10052020FAIRGROUNDSCHANGEORDERNOBP3885006SHEPLER.PDF
AGENDA10052020FAIRGROUNDSCHANGEORDERNOBP4885004MULHAUPTS.PDF
AGENDA10052020FAIRGROUNDSCHANGEORDERNOBP4885006DAVDSON.PDF
AGENDA10052020FAIRGROUNDSCHANGEORDERNOBP4885007BRENNECO.PDF

## XI. PROFESSIONAL SERVICES AGREEMENT WITH BROWNING DAY MULLINS DIERDORF - TOM MURTAUGH

Documents:

AGENDA10052020TCCOCONTRACTB132-2019_2020-09-30.PDF

## XII. UNFINISHED/NEW BUSINESS

## XIII. REPORTS ON FILE

Building Commission

Documents:

AGENDA10052020REPORTSONFILEBLDGSEPTEMBERREPORT.PDF

## XIV. PUBLIC COMMENT

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

# Tippecanoe County Board of Commissioners

## Meeting Minutes

**Monday, September 21, 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 Recording Secretary Jennifer Wafford.

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

**II. APPROVAL OF MINUTES** from Tuesday, September 8, 2020, Regular Meeting, and Tuesday, September 8, 2020, OCRA Phase I & II Public Hearing.

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

**III. PRESENTATION OF ACCOUNTS PAYABLE** – Paula Bennett

The claims from September 9, 2020, through September 21, 2020, were recommended for approval without exception.

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

**IV. PRESENTATION OF PAYROLL** – Paula Bennett

The Payroll from September 4, 2020 was recommended for approval without exception.

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

**V. PROCLAMATION** - Bike Month & Bike to Work Day 2020 Proclamation

President Brown read the proclamation designating May 2020, as Bike Month and September 22, 2020 as Bike to Work Day. The proclamation has been signed by the Mayors of Lafayette and West Lafayette. There will be a Bike to Work Day event at 8:00 am on the John T. Myers Pedestrian Bridge, and the community is encouraged to attend.

**VI. ORDINANCE 2020-15-CM:** Withdrawing Assignment of Jurisdiction to Dayton Redevelopment Commission

- Commissioner Murtaugh moved to consider ORDINANCE 2020-15-CM, on first reading, second by Commissioner Byers.

On December 16, 2019 the Tippecanoe County Board of Commissioners assigned jurisdiction of a certain area outside the Town of Dayton Boundaries to the Dayton Redevelopment Commission's jurisdiction. The purpose of this assignment was for the Redevelopment project and construction for Yost Road. Since the assignment, the Town of Dayton has elected a new Town Board. This new Board has decided not to proceed with the redevelopment project at this time. As a result of this decision, the Tippecanoe County Commissioners have decided to rescind the assignment through this Ordinance.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:
  Commissioner Brown Y
  Commissioner Murtaugh Y
  Commissioner Byers Y

Ordinance 2020-15-CM passed with a vote of 3-0 on first reading.

## VII. GRANTS

**Permission to Apply for Grants:**

Health Department from the State Local Health Department Outreach Division in the amount of $316,234.03. The funding has been extended statewide to all health departments to assist with the needs related to COVID concerning IT. The DOIT department spending Plan was submitted before the 9/17/20 deadline.

- Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner. Motion carried.

**Permission to Accept Grants funds:**

Health Department from the Indiana State Board of Health for an additional $62,000 to the Fetal Infant Mortality Review (FIMR) program housed here in Tippecanoe County. They have also extended the current $62,000 to the end of 2021.

- Commissioner Murtaugh moved to accept the grant as presented, second by Commissioner Murtaugh. Motion carried.

**MOU/Contract:**

A. JDAI Contract with Kayla Mughmaw for tutoring services for the students of Lafayette School Corporation. Compensation under this agreement is not to exceed $10,880.

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

B. JDAI Contract with Mara England for Back-on-Track sessions and serve as a Youth Advocate. Compensation under this agreement is not to exceed $1,720.

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

C. Sheriff's School Resource Officer Contract pulled from the Agenda until Dr. Hanback, Tippecanoe School Corporation Superintendent, can review and sign the agreement.

D. Grant Administration Agreement with Kleinpeter Consulting, to oversee the funding for the OCRA Phase 2 Community Development Block Grant (CDBG).

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

## VIII. TEMA – Smokey Anderson presented and recommended:

The approval of 2020 Local Emergency Planning Committee (LEPC) Hazardous Materials plan. The plan covers the proper use, storage and transportation of hazardous materials. The 2020 Version of the Hazardous Materials plan is an update to the existing plan from 2019. The Mayors of Lafayette and West Lafayette have both signed off on the plan. It is now required that the plan be brought before the County Commissioners for approval and sign off.

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

**IX. PROFESSIONAL SERVICES AGREEMENT**– Tracy Brown presented and recommended:

An agreement with Greeley and Hansen LLC, for professional engineering services in connection with a Climate Action Plan. The action plan is being done in conjunction with the City of Lafayette and the City of West Lafayette. The overall cost of the project is being split between all three government entities, with Tippecanoe County's portion of the project not to exceed $11,893.

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

**X. PROFESSIONAL SERVICES AGREEMENT** – Tom Murtaugh presented and recommended:

An agreement with Schneider Geospatial for upgrades to the permit system. The cost for annual hosting will be $8,640, and the one-time setup expense will be $62,700.

Commissioner Murtaugh states that the Local Builders Association requested the County upgrade their permitting system to allow for online application processing, online payment processing, and online inspection scheduling. The decision was made to move forward with the Beacon online permitting tool, through Schneider Geospatial. The online tool will allow the public to apply and pay for building permits, septic permits, and driveway permits.

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

**XI. CASH RENTAL AGREEMENTS** – David Byers presented and recommended:

A. Cropland Cash Rental Agreement with Gary D Brown (GDB Farms LLC) for tillable ground located at the Tippecanoe Villa. The rental agreement is for three years and covers 121.98 acres of cropland to be rented at $185 per acre. The total annual rent for this contract will be $22,566.30.

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

B. Pasture Cash Rental Agreement with Horstman Cattle Co., LLC for farm pasture located at the Tippecanoe Villa. The rental agreement is for three years and covers 38.32 acres of pasture to be rented at $50 per acre. The total annual rent for this contract will be $1,911.

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

**XII. CHANGE ORDER FOR COURTROOM RENOVATIONS PROJECT**

Change order #2 with Quality Plumbing & Heating in the amount of $8,927 to

1) replace FCU J on Fourth floor and correct piping size,

2) provide a new fan coil to replace the existing fan coil in the new Juvenile Magistrate courtroom and to move to a location, not above a wall, and

3) bring larger sized water lines into the space for both fan coils.

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

**XIII. UNFINISHED/NEW BUSINESS** -None

**XIV. REPORTS ON FILE**

-Clerk of the Circuit Court
-Tippecanoe County Treasurer

-Low Cost Spay Neuter Clinic
-Tippecanoe County Park Board
-Crystal Creek Boarding Kennel
-Tippecanoe County Weights and Measures

**XV. PUBLIC COMMENT** -None

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

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice-President

_____
David S. Byers, Member

ATTEST:

_____
Robert A Plantenga, Auditor 10/5/2020

Minutes prepared by Jennifer Wafford, Recording Secretary

# BRAVO for the Arts

## Wednesday, October 14, 2020

WHEREAS the arts resonate with us, challenge us, and teach us important lessons about ourselves and each other.

WHEREAS the arts speak to our condition and affirm our desire for something more and something better.

WHEREAS great works of literature, theater, dance, fine art, and music reach us through a universal language that unites us regardless of background, gender, race, or creed.

WHEREAS, other cities and states have celebrated the value and importance of culture in the lives of Americans and the health of our community;

WHEREAS, the arts and culture industry strengthens not only our community, but also our county's economy, contributing approximately $61 million to the local economy each year;

WHEREAS the arts organizations and individual arts practitioners in our area continue to reach underserved communities and inspire over half a million Hoosiers with artistic opportunities and educational experiences; and

WHEREAS, throughout our history and during this current challenging time, the arts have given us comfort, drawn us together, and called on us to strive for a more vibrant world.

NOW, THEREFORE, BE IT RESOLVED, that we the undersigned, the **Tippecanoe County Board of Commissioners**, do hereby proclaim **Wednesday, October 14, 2020** as

*Bravo for the Arts Day*

in **Tippecanoe County** and call upon all members of the community to celebrate the power of the arts and the work of the many arts and cultural providers in our region.

**ORDINANCE NO. 2020-15-CM**
**WITHDRAWING ASSIGNMENT OF JURISDICTION**
**TO DAYTON REDEVELOPMENT COMMISSION**

WHEREAS, on December 16, 2019, pursuant to IC 36-7-25-4 and Resolution 2019-34-CM the Tippecanoe County Board of Commissioners assigned jurisdiction of certain area outside the boundaries of the Town of Dayton to the jurisdiction of the Dayton Redevelopment Commission ("Dayton");

WHEREAS, Dayton has determined not to proceed with the redevelopment project that caused the Board to assign jurisdiction;

WHEREAS, IC 36-7-25-4 permits the assignment to be rescinded by ordinance;

**NOW, THEREFORE, BE IT ORDAINED** by the Board of Commissioners of Tippecanoe County, Indiana, as follows:

The assignment of jurisdiction of the County Area (as defined in Resolution 2019-34-CM) is hereby rescinded effective upon passage of this ordinance. A copy of Resolution 2019-34-CM is made part hereof for clarity as to the assignment being rescinded.

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

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

____ _____
Tracy A. Brown, President

____ _____
Thomas P. Murtaugh, Vice President

____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

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

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY

VOTE

____ _____
Tracy A. Brown, President

____ _____
Thomas P. Murtaugh, Vice President

____ _____
David S. Byers, Member

ATTEST:

_____
Robert Plantenga, Auditor of Tippecanoe County

RESOLUTION NO. 2019-34-CM

BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA

WHEREAS, IC 36-7-25-4 authorizes Tippecanoe County, Indiana ("County") and the Dayton Redevelopment Commission ("Town Redevelopment Commission") to jointly undertake economic development projects in contiguous areas within each unit's jurisdiction;

WHEREAS, the Town Redevelopment Commission has selected an economic development area, a portion of which is within the jurisdiction of the County Redevelopment Commission as set forth in Exhibit A of the hereinafter defined Declaratory Resolution ("County Area"), and is contiguous with the portion of the proposed economic development area within the jurisdiction of the Town Redevelopment Commission; and

WHEREAS, the Town Redevelopment Commission now desires to establish the 38@65 Economic Development Area to include the County Area (collectively, "Area"), as set forth in its declaratory resolution adopted on November 20, 2019 ("Declaratory Resolution"), and to take all actions with respect to the Area that may be taken under IC 36-7-14, IC 36-7-14.5 and IC 36-7-25 (collectively, "Act");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA;

Section 1. The Board of Commissioners hereby assigns the jurisdiction of the County Area to the Town Redevelopment Commission for the purposes set forth in the Act.

Section 2. The Town Redevelopment Commission may take all action in the County Area that could be taken by a redevelopment commission in an allocation area in the manner and to the extent provided for in the Act.

Section 3. This resolution shall be effective upon passage.

Adopted this 16th day of December, 2019.

BOARD OF COMMISSIONERS OF
TIPPECANOE COUNTY, INDIANA

Commissioner

Commissioner

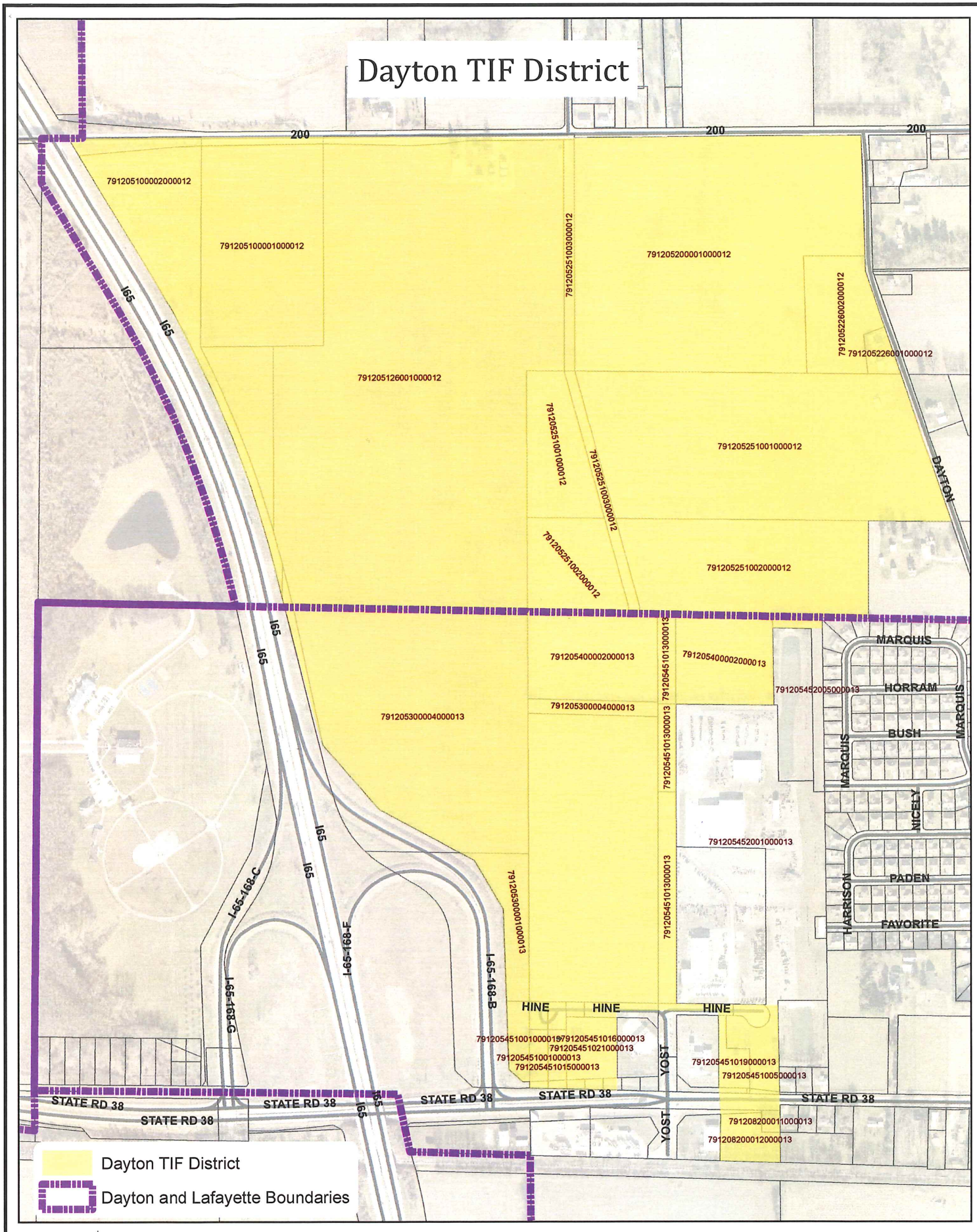
Commissioner

ATTEST:

County Auditor

I\14872117.3

# Dayton TIF District




N

0 0.05 0.1 0.15 0.2

Miles

Map Prepared By
The Area Plan Commission of Tippecanoe County
November 2019

THE Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242
(765) 423-9154 [FAX]
www.tippecanoe.in.gov/apc

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

September 17, 2020
Ref. No.: 2020-237

Tippecanoe County Commissioners
20 North Third Street
Lafayette, Indiana 47901

**CERTIFICATION**

**RE: Z-2805 MIDWEST RENTALS, INC. C/O NANCY FASSNACHT (PDNR to GB):**
Petitioner is requesting rezoning of 5.23 acres located on the west side of Klondike Road, south of US 52, more specifically 3312 Klondike Road, Wabash 3 (SE) 23-5. (Commitment filed, then withdrawn by petitioner.)

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on September 16, 2020 the Area Plan Commission of Tippecanoe County voted 16 yes - 0 no on the motion to rezone the subject real estate from PDNR to GB. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Tippecanoe County Commissioners at their October 5, 2020 regular meeting. Petitioners or their representatives must appear to present their case.

Sincerely,

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Nancy Fassnacht
Daniel Teder, Reiling, Teder & Schrier
Mike Wolf, Building Commissioner

Liberty Mutual. SURETY

Bond No. MNT 014219686

# MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Duncan Robertson, Inc.

as Principal, and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto Board of Commissioners of Tippecanoe County (hereinafter called the Obligee), in the penal sum of Seven Hundred Twenty Seven Thousand Four Hundred Ninety Dollars and 20/100 Dollars $727,490.20 for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: October 2, 2020

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for Tippecanoe County Bridge No. 133 Replacement and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a Principal shall for a period of 1 years from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Indianapolis, IN promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Duncan Robertson, Inc.
(Principal)

By: _____
Marcus Robertson, Vice President

Liberty Mutual Insurance Company

By: _____
David M. Oliger (Attorney-in-Fact)

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

S-177

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.**

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

# POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David M. Oliger of the city of Indianapolis, state of IN its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

**Principal Name:** Duncan Robertson, Inc.

**Obligee Name:** Board of Commissioners of Tippecanoe County

**Surety Bond Number:** MNT 014219686 **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of December, 2018.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 12th day of December, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

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

By: _____
Teresa Pastella, Notary Public

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

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

**ARTICLE XIII** – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 10th day of October, 2020.

By: _____
Renee C. Llewellyn, Assistant Secretary

The above **Maintenance Bond from Duncan Robertson, Inc.** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

CONSTRUCTION MAINTENANCE BOND BOND NO 66347675

KNOW ALL MEN BY THESE PRESENTS, that we, TKPS Sewer Service Enterprises, As Principal (hereinafter referred to as Principal), and Auto-Owners Insurance Co, as Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of Indiana, jointly and severely, in the sum of Five Thousand Dollars ($5,000.00), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes to install the following on the right-of-way of 3015 State Rd 25 highway, located in Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the work to be done in such installation above referred to and shall fully indemnify and save harmless the Board of Commissioners of the County of Tippecanoe in the State of Indiana from all costs and damage which the Board may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Commissioners for all outlays and expenses which the Board of Commissioners may incur in making good any such default and shall pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that such installation shall be done according to standards of good workmanship, and that the materials used in the construction and installation shall be of good quality and construction and that such project shall be constructed in accordance with the standards, specifications and requirements of the Tippecanoe County Highway Department permit and the Sub-Division Control Ordinance applicable to said plat, and if Principal, at its own expense for a period of Three (3) years after said improvements and installations are accepted for public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana, shall make all repairs thereto which may become necessary by reason of improper workmanship or materials, with such maintenance, however, not to include any damage to said improvements and installations resulting from forces or circumstances beyond the control of said Principal or occasioned by inadequacy of standards, specifications and requirements of said Tippecanoe County Highway Permit and Sub-Division Control Ordinance; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Note: Principal shall pay all cost of inspection, including the wages and expense of an Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this 12th day of May 20 20.

Ikes Sewer Service Enterprises
(Certain Name of Principal Above)

By: [signature]
(Sign here and indicate capacity or position with Principal)

PRINCIPAL: owner

Auto Owners Insurance Co.
(Insert Name of Surety)

By: Attorney-in-fact

Surety: Rachel E. Wilbur for

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 20_____.

President – **Tracy Brown**

Vice-President – **Thomas P. Murtaugh**

Member – **David S. Byers**

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

ATTEST:

Auditor of Tippecanoe County

DATE AND ATTACH TO ORIGINAL BOND

# AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. 66347675

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint RACHEL E WILMINGTON

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

Denise Williams — Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

SUSAN E. THEISEN — NOTARY PUBLIC COUNTY OF KENT My Commission Expires MARCH 10, 2022 Acting in the County of ____ — STATE OF MICHIGAN

My commission expires March 10, 2022.

Susan E. Theisen — Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 20th day of May, 2020.

AUTO-OWNERS INSURANCE — CORPORATE SEAL — LANSING, MICHIGAN

William F. Woodbury, First Vice President, Secretary and General Counsel

BOND # 30109804

# SUB-DIVISION STREET MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Milestone Contractors, L.P., As Principal (hereinafter referred to as Principal), and Continental Casualty Company as Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of Indiana, jointly and severly, in the sum of Twenty Four Thousand One Hundred Fifty Dollars and 00/100 Dollars ( $24,150.00 ), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Commissioners of the County of Tippecanoe to accept for maintenance, as part of the Tippecanoe County Highway System, the streets of Three Meadows Subdivision, Section One, Phase Two (Asphalt Streets, Concrete Curb, and Curb Ramps) Sub-Division, located at NW 1/4 of Section 14, Township 23N, Range 5W, in Wabash Township, Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the work to be done in such installation above referred to and shall fully indemnify and save harmless the Board of Commissioners of the County of Tippecanoe in the State of Indiana from all costs and damage which the Board may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Commissioners for all outlays and expenses which the Board of Commissioners may incur in making good any such default and shall pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that such installation shall be done according to standards of good workmanship, and that the materials used in the construction and installation shall be of good quality and construction and that such project shall be constructed in accordance with the standards, specifications and requirements of the Tippecanoe County Highway Department permit and the Sub-Division Control Ordinance applicable to said plat, and if Principal, at its own expense for a period of Three (3) years after said improvement and installations are accepted for public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana, shall make all repairs thereto which may become necessary by reason of improper workmanship or materials, with such maintenance, however, not to include any damage to said improvements and installations resulting from forces or circumstances beyond the control of said Principal or occasioned by inadequacy of standards, specifications and requirements of said Tippecanoe County Highway Permit and Sub-Division Control Ordinance; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Note: Principal shall pay all cost of inspection, including the wages and expenses of an Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this _____ day of _____ _____.

Milestone Contractors, L.P. By Contractors United, Inc. - General Partner
(Insert Name of Principal Above)

By: _____
(Sign here and indicate capacity or position with Principal)

PRINCIPAL: Kenneth M. Walker Director of Estimating

Continental Casualty Company
(Insert Name of Surety)

By: _____

Surety: David M. Oliger Attorney-in-fact

CONTINENTAL CASUALTY COMPANY CORPORATE SEAL 1897

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, _____.

_____
President

_____
Vice-President

_____
Member

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

ATTEST:

_____
Auditor of Tippecanoe County

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David M. Oliger , **Individually**

of Indianapolis, IN their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: 30109804
Principal: Milestone Contractors, L.P.
Obligee: Board of Commissioners of the County of Tippecanoe in the State of Indiana

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

**In Witness Whereof,** the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of February, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of February, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021 J. Mohr Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers")to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

BOND # 1083666

# SUB-DIVISION STREET MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Atlas Excavating, Inc.,
As Principal (hereinafter referred to as Principal), and The Hanover Insurance Company as Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of Indiana, jointly and severly, in the sum of Nineteen Thousand Two Hundred Sixty Nine and 40/100- Dollars ( 19,269.40 ), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes the Board of Commissioners of the County of Tippecanoe to accept for maintenance, as part of the Tippecanoe County Highway System, the streets, storm sewers, curb, Earthwork and erosion control, with the R/W of Three Meadows Subdivision, Section One Phase Two located at NE 1/4 of Section 14, T23N, R5W in Wabash Township, Tippecanoe County, State of Indiana:

Now, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the work to be done in such installation above referred to and shall fully indemnify and save harmless the Board of Commissioners of the County of Tippecanoe in the State of Indiana from all costs and damage which the Board may suffer by reason of the failure of Principal to do so and shall fully reimburse and repay the Board of Commissioners for all outlays and expenses which the Board of Commissioners may incur in making good any such default and shall pay all persons who have contracts directly with the Principal for labor and materials, and the Principal warrants that such installation shall be done according to standards of good workmanship, and that the materials used in the construction and installation shall be of good quality and construction and that such project shall be constructed in accordance with the standards, specifications and requirements of the Tippecanoe County Highway Department permit and the Sub-Division Control Ordinance applicable to said plat, and if Principal, at its own expense for a period of Three (3) years after said improvement and installations are accepted for public maintenance by the Board of Commissioners of the County of Tippecanoe in the State of Indiana, shall make all repairs thereto which may become necessary by reason of improper workmanship or materials, with such maintenance, however, not to include any damage to said improvements and installations resulting from forces or circumstances beyond the control of said Principal or occasioned by inadequacy of standards, specifications and requirements of said Tippecanoe County Highway Permit and Sub-Division Control Ordinance; then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Note: Principal shall pay all cost of inspection, including the wages and expenses of an Inspector employed by the County (where inspection is required).

In witness whereof we have hereunto set our hands and seals this 2nd day of September 20 20.

Atlas Excavating, Inc.
(Insert Name of Principal Above)

By: _____
(Sign here and indicate capacity or position with Principal)

PRINCIPAL:

The Hanover Insurance Company
(Insert Name of Surety)

By: Attorney-in-fact
Todd Schaap
Surety:

The above Maintenance Bond approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 20____.

_____
President

_____
Vice-President

_____
Member

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

ATTEST:

_____
Auditor of Tippecanoe County

**THE HANOVER INSURANCE COMPANY**
**MASSACHUSETTS BAY INSURANCE COMPANY**
**CITIZENS INSURANCE COMPANY OF AMERICA**

***POWER OF ATTORNEY***

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**
**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Thomas O. Chambers, Todd Schaap, Daniel Gibson, Eric Olson, Kimberly S. Rasch, Jackie Sheldon and/or Josie Benson**

Of **Shorewest Surety Services, Inc. of Racine, WI** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

**Any such obligations in the United States, not to exceed Forty Million and No/100 ($40,000,000) in any single instance**

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **15th** day of **March, 2017**.

**The Hanover Insurance Company**
**Massachusetts Bay Insurance Company**
**Citizens Insurance Company of America**

John C. Roche, EVP and President

**The Hanover Insurance Company**
**Massachusetts Bay Insurance Company**
**Citizens Insurance Company of America**

James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )
COUNTY OF WORCESTER ) ss.

On this **15th** day of **March, 2017** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

DIANE J. MARINO
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 4, 2022

Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this **2nd** day of **September** **2020**

CERTIFIED COPY

Theodore G. Martinez, Vice President

STATE OF WISCONSIN )

COUNTY OF **Kenosha** )

ON THIS **2nd** day of **September**, **2020**, before me, a notary public, within and for said County and State, personally appeared **Todd Schaap** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **The Hanover Insurance Company**, a corporation of **New Hampshire**, created, organized and existing under and by virtue of the laws of the State of **New Hampshire**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Todd Schaap** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Kimberly S. Rasch

**Kimberly S. Rasch**
Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2022**

NOTARY PUBLIC
KIMBERLY S. RASCH
STATE OF WISCONSIN

## ACCEPTANCE OF STREETS INTO TIPPECANOE COUNTY HIGHWAY SYSTEM

This is to advise that the following streets:

| Street Name | Length Ft. | Road Width | R/W Width | Surface | Type |
|---|---|---|---|---|---|
| Twin Lakes Circle | 1,631.80 | 30 Ft. | 50 Feet | Asphalt | Curb & Gutter |

Total Street Length 1,631.80 Feet

= 0.309 Miles

Total Lots: 30 (33 & 62) & 2 Outlots (4 & 5)

Located within Three Meadows Subdivision, Section One, Phase Two are hereby accepted into the Tippecanoe County Highway System this 5th day of October 2020.

BOARD OF COMISSIONERS OF
THE COUNTY OF TIPPECANOE

ATTEST:

_____
Robert A. Plantenga, Auditor

_____
Tracy Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

3 Year Subdivision Maintenance Bond in the amount of $19,269.40 (Nineteen Thousand Two Hundred Sixty Nine and 40/100 Dollars) from The Hanover Insurance Company, Bond Number 1083666, Date of Expiration: October 5th, 2023, and a 3 Year Subdivision Maintenance Bond in the amount of $24,150.00 (Twenty Four Thousand One Hundred Fifty and 00/100 Dollars) from the Continental Casualty Company, Bond Number 30109804, Date of Expiration: October 5th, 2023.

Copies to:
Developer (Komark Business Company) David Kovich
INDOT Division of Program Development
Tippecanoe County Area Plan Commission w/copy of Maintenance Bond
Tippecanoe County Building Permit Office
Tippecanoe County Surveyor
Tippecanoe County Highway Permit Desk (Book)
Tippecanoe County Road Supervisor
Tippecanoe County Sheriff
Tippecanoe School Corporation
Tippecanoe County Post Master
Road Inventory File
Original to File

# CONTINUATION CERTIFICATE

The Westchester Fire Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. K08438742 in the sum of Five Thousand Dollars and 00/100 ($5,000.00) Dollars, on behalf of Frontier North, Inc. in favor of Tippecanoe County Board of Commissioners subject to all the conditions and terms thereof through July 1, 2021 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 17 day of April, 2020.

Westchester Fire Insurance Company
Surety

By: _____
Joshua Sanford Attorney-in-Fact

CHUBB

# Power of Attorney

## Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Aiza Anderson, Samuel E. Begun, Bryan M. Caneschi, Lorina Monique Garcia, Danielle D Johnson, Michelle Anne McMahon, Tanya Nguyen, Aimee R Perondine, Mercedes Phothirath, Kristopher Pisano, Donna M Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba and Nicholas Turecamo of Hartford, Connecticut ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of April, 2019.

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this 17th day of April, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Notary Public

## CERTIFICATION

Resolutions adopted by the Boards of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006 ; ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 17th day of April, 2020

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

The above **Continuation Certificate (Frontier North, Inc.)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

10/5/20 Grant Requests

## Permission to apply for Grant:

- **SURVEYOR:** $15,000 from SIA Foundation towards a storage building to hold rafts and other WOW and DeTrash the Wabash Supplies and equipment.

## Permission to Accept Grant:

- **Community Corrections**: $250,000 from BJA for the implementing the PREA Standards, protecting inmates and safeguarding our community. Match to the county will be….
- **HEALTH**: $316,234 from the Indiana Department of Health to cover identified COVID-related IT needs within the Health Department. No match to the County.
- **Emergency Management**: $3,750 from Indiana Homeland Security Foundation Grant to purchase SCBA bottles used by EMA for different life saving incidents. There is no match to the county and this should be able to fund X # of new tanks.
- **TEMA/LEPC:** $12,000 from Indiana Department of Homeland Security for the HEMP 2021 grant to cover the cost of delegation to attend HAZMAT training conference
- **Superior Court III**: $9,000 from the 2020 Court Improvement Program from federal funds received by Indiana Supreme Court and HHS to move forward with the paperless project and collaborative effort to review Quest data for JC/JT/JM cases in Tippecanoe County as well as Advisement of Rights Video production for JC/JT cases. (see award & two budgets)

## MOU/Contract:

**SHERIFF:** MOU for School Resource Officer Agreement with Tippecanoe School Corporation to cover the COPS grant until 2024.

# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

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

**CHANGE ORDER NUMBER:** BP3 885-006
**INITIATION DATE:** 9/23/2020

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 885-124**

**Swine Barn Roof Replacement**:

[] Remove the existing roofing & eave trim and haul away for proper disposal.

[] Existing insulation will be saved for reuse.

[] Remove the gutter straps & roof-to-wall flashing on cupola (both upper and lower) and haul away for proper disposal.

[] Remove all valley metal and ridge cap.

[] Remove all rake trim and save for reinstallation.

[] Install new roofing and eave trim over the existing insulation.

[] Install new gutter straps and roof-to-wall flashing on both cupolas.

[] Install new valley metal and ridge cap.

[] Supply & install new rake trim on East end of building.

[] Remove skylights and install new insulation and roofing over the skylight opening.

[] Including bond.

Total **INCREASE** for this Change Order: **$91,500.00**

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**User Notes:**
(3B9ADACB)

## CHANGE ORDER BP3 885-006 (EWO 885-124)

| | |
|---|---|
| The original Contract Sum was | $ 3,066,000.00 |
| Net change by previously authorized Change Orders | $ 52,475.00 |
| The Contract Sum prior to this Change Order was | $ 3,118,475.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ 91,500.00 |
| The new Contract Sum including this Change Order will be | $ 3,209,975.00 |

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

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

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

Tecton Construction Management
**CONSTRUCTION MANAGER** *(Firm name)*
102 North 3rd Street
Suite 201
Lafayette, IN 47901
**ADDRESS**

**BY** *(Signature)*
Mike Roberts
*(Typed name)*
9/24/2020
**DATE:**

NA
**ARCHITECT** *(Firm name)*
NA

**ADDRESS**

**BY** *(Signature)*
NA
*(Typed name)*
**DATE:** NA

Shepler Construction Company
**CONTRACTOR** *(Firm name)*
720 Erie Avenue
Logansport, IN 46947
**ADDRESS**

**BY** *(Signature)*
AS PRESENTED
Dave Shepler
*(Typed name)*
9/23/20
**DATE:**

Tippecanoe County Commissioners
**OWNER** *(Firm name)*
20 N.Third Street
Lafayette, IN 47901
**ADDRESS**

**BY** *(Signature)*
David Byers
*(Typed name)*
**DATE:**

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# AIA® Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

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

**CHANGE ORDER NUMBER:** BP4 885-004
**INITIATION DATE:** 9/15/2020

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

**TO CONTRACTOR** *(Name and address)*:
Mulhaupt's, Inc.
209 N. 5th Street
Lafayette, IN 47901

**PROJECT NUMBERS:** 885 / 885
**CONTRACT DATE:** August 22, 2019
**CONTRACT FOR:** 4G-Hollow Metal Frames Doors and Hardware; 4O-Electronic Safety and Security; 4R-Fire Detection and Alarm

**THE CONTRACT IS CHANGED AS FOLLOWS:**

**EWO 885-066**

[] Add door, frame, and hardware at Door 221A for added penthouse on mezzanine.

**Subtotal for EWO 885-066:** **$1,986.00**

**EWO 885-121**

[] Provide and deliver a hollow metal knock-down cased opening frame for the kitchen opening marked by Sheet Keynote #11/A-102.2. Note the FRP on both sides of the wall.

[] Installation by others.

**Subtotal for EWO 885-121:** **$187.00**

Total **INCREASE** for this Change Order: **$2,173.00**

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**CHANGE ORDER BP4 885-004 (EWO 885-066, 885-121)**

| | | |
|---|---|---|
| The original Contract Sum was | $ | 549,347.00 |
| Net change by previously authorized Change Orders | $ | -36,282.00 |
| The Contract Sum prior to this Change Order was | $ | 513,065.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ | 2,173.00 |
| The new Contract Sum including this Change Order will be | $ | 515,238.00 |

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<br>Suite 201<br>Lafayette, IN 47901 | NA |
| ADDRESS | ADDRESS |
| Michael Roberts | |
| BY *(Signature)* | BY *(Signature)* |
| Mike Roberts 9/18/2020 | NA |
| *(Typed name)* DATE: | *(Typed name)* DATE: NA |
| Mulhaupt's, Inc. | Tippecanoe County Commissioners |
| CONTRACTOR *(Firm name)* | OWNER *(Firm name)* |
| 209 N. 5th Street<br>Lafayette, IN 47901 | 20 N.Third Street<br>Lafayette, IN 47901 |
| ADDRESS | ADDRESS |
| Richard Woodhead | |
| BY *(Signature)* | BY *(Signature)* |
| Richard Woodhead 9-16-2020 | David Byers |
| *(Typed name)* DATE: | *(Typed name)* DATE: |

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User Notes:
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# 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 885-006
**INITIATION DATE:** 9/17/2020

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 885-117**

[] Add drain downspout drain piping per IB#13.

Total **INCREASE** for this Change Order: **$21,509.00**

| | |
|---|---|
| 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 increased by this Change Order in the amount of | $ 21,509.00 |
| The new Contract Sum including this Change Order will be | $ 1,735,626.62 |

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

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

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

Tecton Construction Management
**CONSTRUCTION MANAGER** *(Firm name)*
102 North 3rd Street, Suite 201, Lafayette, IN 47901
**ADDRESS**
Michael A Roberts
**BY** *(Signature)*
Mike Roberts
*(Typed name)* **DATE:** 09/30/2020

NA
**ARCHITECT** *(Firm name)*
NA
**ADDRESS**

**BY** *(Signature)*
NA
*(Typed name)* **DATE:** NA

Davidson Excavating
**CONTRACTOR** *(Firm name)*
5533 S. 800 W., Russiaville, IN 46979
**ADDRESS**
Tamara Davidson
**BY** *(Signature)*
Tamara Davidson
*(Typed name)* **DATE:** 9/23/2020
Tamara Davidson

Tippecanoe County Commissioners
**OWNER** *(Firm name)*
20 N.Third Street, Lafayette, IN 47901
**ADDRESS**

**BY** *(Signature)*
David Byers
*(Typed name)* **DATE:**

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# 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 885-007
INITIATION DATE: 9/23/2020

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

TO CONTRACTOR *(Name and address)*:
Brenneco, Inc.
2780 Conservation Club Road
Lafayette, IN 47905

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 22, 2019
CONTRACT FOR: 4M Plumbing

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-122

[] Add a 1-1/2" gas valve at the west side of Area D to isolate east and west roof top units.

Total **INCREASE** for this Change Order: $143.00

| | |
|---|---|
| The original Contract Sum was | $ 308,950.00 |
| Net change by previously authorized Change Orders | $ 8,960.00 |
| The Contract Sum prior to this Change Order was | $ 317,910.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ 143.00 |
| The new Contract Sum including this Change Order will be | $ 318,053.00 |

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<br>CONSTRUCTION MANAGER *(Firm name)*<br>102 North 3rd Street, Suite 201, Lafayette, IN 47901<br>ADDRESS | NA<br>ARCHITECT *(Firm name)*<br>NA<br>ADDRESS |
| BY *(Signature)*<br>Mike Roberts<br>*(Typed name)* DATE: 09/24/2020 | BY *(Signature)*<br>NA<br>*(Typed name)* DATE: NA |
| Brenneco, Inc.<br>CONTRACTOR *(Firm name)*<br>2780 Conservation Club Road, Lafayette, IN 47905<br>ADDRESS | Tippecanoe County Commissioners<br>OWNER *(Firm name)*<br>20 N.Third Street, Lafayette, IN 47901<br>ADDRESS |
| BY *(Signature)*<br>Greg Brenneman<br>*(Typed name)* DATE: 9-23-20 | BY *(Signature)*<br>David Byers<br>*(Typed name)* DATE: |

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# AIA® Document B132™ – 2019

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

**AGREEMENT** made as of the Tenth day of January in the year Two Thousand Nineteen
*(In words, indicate day, month, and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address, and other information)*

Tippecanoe County, Indiana
20 North Third Street
Lafayette, IN 47901

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

Browning Day Mullins Dierdorf
626 North Illinois Street, Suite 100
Indianapolis, IN 46204

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

Tippecanoe County YMCA Renovation
1950 South 18th Street
Lafayette, Indiana

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

Tecton Construction Management, Inc.
102 North Third Street, Suite 201
Lafayette, IN 47901

The Owner and Architect agree as follows.

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 A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 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:** (824922977)

TABLE OF ARTICLES


1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT


## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Refer to Architect's Proposal, dated December 18, 2019, attached as Exhibit A.

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Refer to Architect's Proposal, dated December 18, 2019, attached as Exhibit A.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

Four Million Nine Hundred Eight Thousand Dollars ($4,980,000.00)

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design commencement date: January 2019

.2 Construction commencement date:


Init. /

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Phase One – September 2019
Phase Two – January 2021

.3 Substantial Completion date or dates:

Phase One – December 2020
Phase Two – September 2021

.4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement method for the Project:
*(Identify method such as competitive bid or negotiated contract.)*

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

Not Applicable

~~**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:
*(List name, address, and other contact information.)*

Tom Murtaugh, Commissioner
Tippecanoe County, Indiana
20 North Third Street
Lafayette, IN 47901

**§ 1.1.9** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

**§ 1.1.10** The Owner shall retain the following consultants and Contractors:
*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:
*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*


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Tecton Construction Management, Inc.
102 North Street, Suite 201
Lafayette, IN 47901

.2 Land Surveyor:

To Be Determined

.3 Geotechnical Engineer:

To Be Determined

.4 Civil Engineer:

.5 Other consultants and Contractors:
*(List any other consultants and Contractors retained by the Owner.)*

**§ 1.1.11** The Architect identifies the following representative in accordance with Section 2.4:
*(List name, address, and other contact information.)*

Katie Thompson
Project Manager
Browning Day
626 North Illinois Street, Suite 100
Indianapolis, IN 46204

**§ 1.1.12** The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.12.1** Consultants retained under Basic Services:

.1 Structural Engineer:

O'Donnell & Naccarato, Inc.
701 Market Street, Suite 6000
Philadelphia, PA 19106

.2 Mechanical and Electrical Engineer:

Genesis Engineering Group, Inc.
91 South Main Street, Suite 200
Zionsville, IN 46077

~~.3 Electrical~~ .3 Civil Engineer:

Abonmarche Consultants, Inc.
8 North 3rd Street


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Lafayette, IN 47901

**§ 1.1.12.2** Consultants retained under Supplemental Services:

Not Applicable

**§ 1.1.13** Other Initial Information on which the Agreement is based:

Refer to Architect's Proposal, dated December 18, 2019, attached as Exhibit A.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 1.4** The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

**§ 2.4** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.5** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.


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§ 2.6 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than ~~($ ) for each occurrence and ($ One~~ Million Dollars ($ 1,000,000.00 ) for each occurrence, Medical Expenses (any one person) Five Thousand Dollars ($5,000.00) and Two Million ($ 2,000,000.00 ) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000.00 ) Combined Single Limit per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation One Million Dollars ($1,000,000.00) each accident at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than ($ ) each accident, ($ ) each employee, and ($ ) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars ($ 5,000,000.00 ) per claim and Five Million Dollars ($ 5,000,000.00 ) in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the


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Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

**§ 3.1.5** The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.6** The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.7** The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.


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**§ 3.2.7** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

**§ 3.2.8** In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.3.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.4.5** Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.


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**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing Contracts for Construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner and Construction Manager in bidding the Project by

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and

.4 organizing and conducting the opening of bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner and Construction Manager in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective Contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective Contractors;

.3 preparing responses to questions from prospective Contractors and providing clarifications and interpretations of the Proposal Documents to the prospective Contractors in the form of addenda; and

.4 participating in negotiations with prospective Contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions, consult with the Construction Manager, and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

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**§ 3.6.1.3** Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

.1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

.2 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application


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for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.3** The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.4** The Architect shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.


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**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

**§ 3.6.5.3** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect, assisted by the Construction Manager, shall:

.1 conduct inspections to determine the date of Substantial Completion and the date of final completion;

.2 issue a Certificate of Substantial Completion prepared by the Construction Manager;

.3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and

.4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

**§ 4.1 Supplemental Services**

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner or Not Provided)* |
|---|---|
| § 4.1.1.1 Assistance with selection of Construction Manager | |



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| | | |
|---|---|---|
| § 4.1.1.2 | Programming | |
| § 4.1.1.3 | Multiple preliminary designs | |
| § 4.1.1.4 | Measured drawings | |
| § 4.1.1.5 | Existing facilities surveys | |
| § 4.1.1.6 | Site evaluation and planning | |
| § 4.1.1.7 | Building Information Model management responsibilities | |
| § 4.1.1.8 | Development of Building Information Models for post construction use | |
| § 4.1.1.9 | Civil engineering | |
| § 4.1.1.10 | Landscape design | |
| § 4.1.1.11 | Architectural interior design | |
| § 4.1.1.12 | Value analysis | |
| § 4.1.1.13 | Cost estimating | |
| § 4.1.1.14 | On-site project representation | |
| § 4.1.1.15 | Conformed documents for construction | |
| § 4.1.1.16 | As-designed record drawings | |
| § 4.1.1.17 | As-constructed record drawings | |
| § 4.1.1.18 | Post-occupancy evaluation | |
| § 4.1.1.19 | Facility support services | |
| § 4.1.1.20 | Tenant-related services | |
| § 4.1.1.21 | Architect's coordination of the Owner's consultants | |
| § 4.1.1.22 | Telecommunications/data design | |
| § 4.1.1.23 | Security evaluation and planning | |
| § 4.1.1.24 | Commissioning | |
| § 4.1.1.25 | Sustainable Project Services pursuant to Section 4.1.3 | |
| § 4.1.1.26 | Historic preservation | |
| § 4.1.1.27 | Furniture, furnishings, and equipment design | |
| § 4.1.1.28 | Other services provided by specialty Consultants | |
| § 4.1.1.29 | Other Supplemental Services | |
| | | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit,


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Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;

.2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;

.3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;

.6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;

.8 Preparation for, and attendance at, a public presentation, meeting or hearing;

.9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.10 Evaluation of the qualifications of entities providing bids or proposals;

.11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.12 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;

.2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or


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.5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors

.2 Two ( 2 ) visits to the site by the Architect during construction

.3 ~~( ) inspections~~ One ( 1 ) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ~~(~~ One ( 1 ) inspections for any portion of the Work to determine final completion

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed ~~within ( ) months of the date of this Agreement,~~ by or before September 30, 2021, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other


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improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Owner agrees to indemnify the Architect for services of the Owner's consultant. The Architect shall not be responsible for the services to be provided by the Owner's consultants and the Architect shall have no liability for loss or damage caused in whole or in part by the negligence, errors, omissions, breach of contract, or other fault of whatever kind or character of the Owner's consultants.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.13** The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.14** Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

**§ 5.15** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.16** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.


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## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

**§ 6.3** The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

**§ 6.3.1** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

**§ 6.4** If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.5** If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

**§ 6.6** If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

**§ 6.7** After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.


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**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such ~~uses.~~ uses and whether or not the Architect or its consultants were negligent, or alleged to have been negligent, in preparing the Instruments of Service or performing their professional services under this Agreement. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section ~~7.3.1.~~ 7.3.1 and whether or not the Architect or its consultants were negligent, or alleged to have been negligent, in preparing the Instruments of Service or performing their professional services under this Agreement. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The

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Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

**§ 8.1.4** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the ~~American Arbitration Association in accordance with its Construction Industry Mediation Procedures~~ Indiana A.D.R. Rule 2 in effect on the date of this Agreement. A request for mediation shall be ~~made~~ served in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. ~~The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ X ] Other: *(Specify)*

Litigation before a private judge under Indiana A.D.R. Rule 6.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

~~**§ 8.3 Arbitration**~~

~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations~~


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~~purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.


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**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Cost of Services provided and Reimbursable Expenses due at time of termination.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Not Applicable

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this this Agreement, any portion of this Agreement, or any right, interest, privilege, duty claim, defense, chose of action, claim for payment or compensation, or liability arising out of or relating to Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment. Any assignment by either Owner or Architect in violation of this prohibition against assignment without the written consent of the other party shall be void ab initio and ineffective to convey any right or interest whatsoever.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or that, in the opinion of the Architect, might be alleged or construed to impose a duty on the Architect beyond those duties imposed by this Agreement or subject the Architect to liabilities, claims or causes of action other than those that would be available to the Owner under this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.


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**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
*(Insert amount)*

Two Hundred Fifty-Six Thousand Dollars and No Cents ($256,000.00)

.2 Percentage Basis
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
*(Describe the method of compensation)*

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

On an hourly rate basis at the hourly rates in effect at the time of service.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*


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On an hourly rate basis at the hourly rates in effect at the time of service.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | Fifteen | percent ( | 15 | %) |
| Design Development Phase | Twenty | percent ( | 20 | %) |
| Construction Documents Phase | Thirty | percent ( | 30 | %) |
| ~~Procurement~~ Bidding Phase | Five | percent ( | 5 | %) |
| Construction Phase | Thirty | percent ( | 30 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

| Employee or Category | Rate ($0.00) |
|---|---|
| Project Director | $185.00 |
| Senior Project Manager | $180.00 |
| Project Manager | $150.00 |
| Senior Architect (Licensed) | $140.00 |
| Senior Landscape Architect (Licensed) | $140.00 |
| Senior Interior Designer (Licensed) | $140.00 |
| Project Architect (Licensed) | $130.00 |
| Project Landscape Architect (Licensed) | $130.00 |
| Interior Designer (Licensed) | $130.00 |
| Senior Design Associate | $140.00 |
| Design Associate 2 | $125.00 |
| Design Associate 1 | $105.00 |
| Intern | $65.00 |
| Principal | $315.00 |


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| | |
|---|---|
| Associate Principal | $200.00 |
| Administrative | $90.00 |

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

**§ 11.9 Architect's Insurance**

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

%


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**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, or to offset or compensate the Owner for sums that are claimed by the Owner for loss or damage alleged to have been caused by the negligence or other purported fault of the Architect, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 Other than the warranty of ownership of documents expressed in Article 7.1, the Architect makes no warranties of any kind, express or implied, relating to its designs, documents, Instruments of Service, or professional services provided pursuant to this Agreement.

§ 12.2 In the event of a claim or dispute involving the Architect's professional services or performance of this Agreement, the Owner's sole and exclusive remedy shall be against the Architect, an Indiana corporation, and neither the Owner nor anyone claiming by or through the Owner shall assert any claim or cause of action against, or name as a party to any lawsuit, any officer, agent, principal, shareholder, or employee of the Architect.

§ 12.3 In the event of a claim or dispute, the Architect's total liability to the Owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of, or relating to, this Agreement or the services of the Architect pursuant to this Agreement shall not exceed the remaining value of the insurance coverage available under the Architect's professional liability insurance policy at the time of settlement or the entry of judgment, if any, on any claim or cause of action, whichever occurs first.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

~~.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:~~

~~*(Insert the date of the E203-2013 incorporated into this Agreement.)*~~

.3 Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
*(Insert the date of the E235-2019 incorporated into this Agreement.)*

[X] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Architect's Proposal, dated December 18, 2019, attached as Exhibit A.

.4 Other documents:
*(List other documents, if any, forming part of the Agreement.)*


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This Agreement is entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Tom Murtaugh<br>Commissioner | Tim Wise, AIA<br>Principal/Executive Vice President |
| *(Printed name and title)* | *(Printed name, title, and license number, if applicable)* |

Init.

/

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BROWNING
DAY MULLINS
DIERDORF
LEADERSHIP + DESIGN®

December 3, 2018

Mr. Mike Wittaveen
Tecton Construction Management
102 North Third Street Suite 201
Lafayette, IN 47901 via email: mwitt@tectoncm.com

Re: Tippecanoe County YMCA Renovation
1950 South 18th Street
Lafayette, Indiana

Dear Mike,

Browning Day Mullins Dierdorf (Browning Day) is pleased for the opportunity to submit our draft scope statement and fee proposal for the above project. This letter outlines our understanding of how you wish to approach this project.

Please review the following proposal and let me know your thoughts so we can fine tune our approach to deliver the best value for your investment. This document and following fee proposal will serve as the Letter of Agreement, which we will attach to an AIA Owner-Architect agreement.

## I. PROJECT DESCRIPTION

A. Includes renovations to the existing YMCA building, located at 1950 S 18th Street in Lafayette. Approximately 37,000 square feet of floor area is to be renovated.

B. Attached are copies of previous studies for conversion to County offices.

C. The scope of work will generally include selective demolition, upgrading finishes on both floors, new construction to accommodate office space, and two (2) concept designs of a new entry element at the entrance lobby.

D. The exterior will be cleaned and painted after new windows and doors are installed.

E. Design option for a new entrance canopy will be created.

F. The existing roof will be replaced in a separate bid package.

G. Updating the existing HVAC systems will considered and evaluated with the Owner.

H. New fire suppression system to be installed.

I. Included is an overall study and designs to convert the existing pool and gymnasium spaces for future usage. The construction start is to be determined.

J. Meetings to be conducted with County User-Group Departments that will occupy the renovated building.

K. Coordination with Tecton Construction Management.

L. Review meetings with County representative(s).

M. The anticipated construction budget for the above is approximately $2.0 million, which will include a contingency of 5.0%.

N. Agreement between Tippecanoe County and Browning Day Mullins Dierdorf (Browning Day) is to be an AIA Owner-Architect agreement for Architecture and Interior Design services.

O. Browning Day will engage consultants for MEP engineering services as a part of our agreement. Should Structural engineering services be required, they will be an additional service with fee determined prior to engagement.

P. No site improvements are included at this time.

## II. ARCHITECTURAL SCOPE AND PROCESS

A. The initial Design Phase includes meeting with County Departments, presentation floor plans, and review meetings with Tecton and the Owner to determine the final project phasing.

B. Browning Day will perform a preliminary building code and life-safety evaluation. This project involves a change in occupancy (use), so it may be advised to seek the services of a code consultant should any issues arise. If a code consultant is required, Browning Day will obtain one, with Owner's approval, as an additional service.

C. Detailed Design and Construction Documents will be prepared. Tecton will coordinate and perform bidding. Construction cost estimates are to be provided by Tecton.

D. Bidding Phase: Browning Day will answer questions and issue clarifications as needed. Browning Day will coordinate submittal to the State for construction design release on the Owner's behalf and assist Tecton with applying for local permits, if needed. We will allocate 20 hours to this effort. Services beyond this time shall be an additional service.

E. Construction Administration: Browning Day will attend periodic coordination meetings during the construction period; approximately two (2) per month. Review of shop drawings, answering contractor questions, review of punch lists, and substantial completion review are included. We will allocate 60 hours to this Phase; services beyond this time shall be an additional service.

F. Meetings: We anticipate the following meetings with the Owner and Design Team:

| | | |
|---|---|---|
| 1) | Detailed Design | 5 meetings (includes user group meetings) |
| 2) | Construction Documents | 4 meetings |
| 3) | Construction | Appropriate on-site meetings |

## III. PROJECT TEAM

A. Tim Wise AIA will serve as the Principal in Charge, responsible for the overall project design. (twise@bdmd.com)

B. Lacey Casseaux will be the Project Manager and will coordinate the scope of Browning Day's work and the entire design team. Other members of the design team included in our scope of service are noted below:

1. MEP Engineer: To be determined

C. Other members of the Browning Day's staff will be added to the team, as required, to complete the project.

## IV. COMPENSATION

A. Fees:

1. Browning Day will define a fixed fee once the overall scope of work and desired services are determined.
2. We estimate that the fees will be as follows, using construction costs listed in the Project Description above:

    a. A/E fee of approximately 6.0% of the construction cost of $2.0 million.

3. Fees will be invoiced monthly based on a percentage complete for that month and will coordinate with the County's funding schedule.

B. Reimbursable Expenses:

1. Reimbursable Expenses attributed to the project are an additional cost to our fee and will be invoiced at 1.10 times our direct cost.
2. Reimbursable Expenses will include the following:

    a. Document printing and reproductions.
    b. Travel, lodging, and parking expenses.
    c. Delivery services.
    d. Code Consultant, if required and approved by Owner.
    e. Renderings or models, color presentations and floor plans requested by the Owner beyond those stipulated in the scope of services.
    f. Other miscellaneous expenses incurred in the interest of the project.

3. We estimate reimbursable expenses to be $4,500.

C. Additional Stipulations:

1. Browning Day Mullins Dierdorf maintains Professional Liability in the amount of Five Million Dollars ($5,000,000.00).

2. Architectural Services required beyond the scope of work outlined in this proposal, and pre-approved by the Client, will be provided on an hourly basis at hourly rates in effect when the work is performed. The following are current rates for Browning Day Mullins Dierdorf:

| | |
|---|---|
| Project Director | $185 |
| Senior Project Manager | $180 |
| Project Manager | $150 |
| Senior Architect (Licensed) | $140 |
| Senior Landscape Architect (Licensed) | $140 |
| Senior Interior Designer (Licensed) | $140 |
| Project Architect (Licensed) | $130 |
| Project Landscape Architect (Licensed) | $130 |
| Interior Designer (Licensed) | $130 |
| Senior Design Associate | $140 |
| Design Associate 2 | $125 |
| Design Associate 1 | $105 |
| Intern | $65 |
| Principal | $315 |
| Associate Principal | $200 |
| Administrative | $90 |

*Subject to annual increase. Approved overtime will be invoiced at 1.5 times the hourly rates.

## V. SCHEDULE

A. We anticipate the design/documentation including time for cost estimating, Owner review and approvals to be as follows:

1. Initial Programming meetings would begin in February 2019 followed by design documentation to complete the overall master plan study and renovation package for bidding in Summer 2019.
2. A separate roof replacement bid package would be available in Spring 2019, but schedule will be mutually agreed upon.

B. City and State approvals are estimated to take approximately three to five (3-5) weeks each, depending on their workload.

C. The construction period is expected to be a phased schedule, but will be mutually determined with the Owner, Construction Manager and selected contractor(s) for the renovation.

## VI. PRESUMPTIONS AND CLARIFICATIONS

A. All reproduction of documents for Contractors will be provided by the Owner or Tecton. Browning Day will provide an electronic pdf file of the documents for reproduction.

B. The Owner will pay for the filing fees for the State submittals, and local building permits, zoning submittals, including local attorney fees, variances, and governmental reviews, including all documents or exhibits required.

C. Revisions to the documents after the Owner has approved the design documents will be an additional service. Revisions may occur for the following reasons:

1. Owner-requested revisions or changes in scope, layout or previous instructions.
2. Construction change orders caused by unforeseen existing conditions.
3. Additional investigation and design caused by unforeseen existing conditions.
4. Changes requested by the Owner to reduce construction costs after the design is approved or to expedite construction.
5. Revisions to the documents required by the State or City review.
6. Enactment of new codes after construction documents are completed.

D. Browning Day will collaborate with the Owner's vendors for the Design and selection of Furniture, Fixtures, Equipment to validate the functionality, aesthetic, and quantities as a part of our base services. Final selection, detailed specifications, acquisition, and installation will be provided by Owner's Vendors.

E. Architectural interior design and specifications for wall finishes, floor finishes and material selection are included in the base fee total.

F. The project will follow sustainable practices but will not seek certification as a LEED or other third-party "green" certification or filed with the USGBC.

G. A detailed site survey (including topography and utility locations) is required and will be provided by the Owner.

H. Browning Day will not hold contracts with the Owner's consultants. Browning Day will coordinate with the Owner's consultants or vendors, as required, upon Owner's approval.

I. Browning Day may hire a building code consultant, as required, as a reimbursable expense of the Owner.

J. Any unplanned modifications caused by coordination issues with the Owner's consultants will be made on an hourly basis.

K. Browning Day has based this proposal pricing on the presumption that the Browning Day and the Owner mutually own the rights to drawings and documents and may use them on other projects.

If you find this scope of work consistent with what we have discussed to date, please indicate your acceptance by returning a signed copy to our office. We will then present a fee proposal and make both an attachment to the AIA Owner- Architect agreement (B101-2017).

Please let me know if you have any questions.

Sincerely,

BROWNING DAY MULLINS DIERDORF

Tim Wise AIA
Principal / Executive Vice President

TTW/cac
Attachments: Conceptual Plans

Cc: John Dierdorf, Lacey Causseaux, Julie Herron

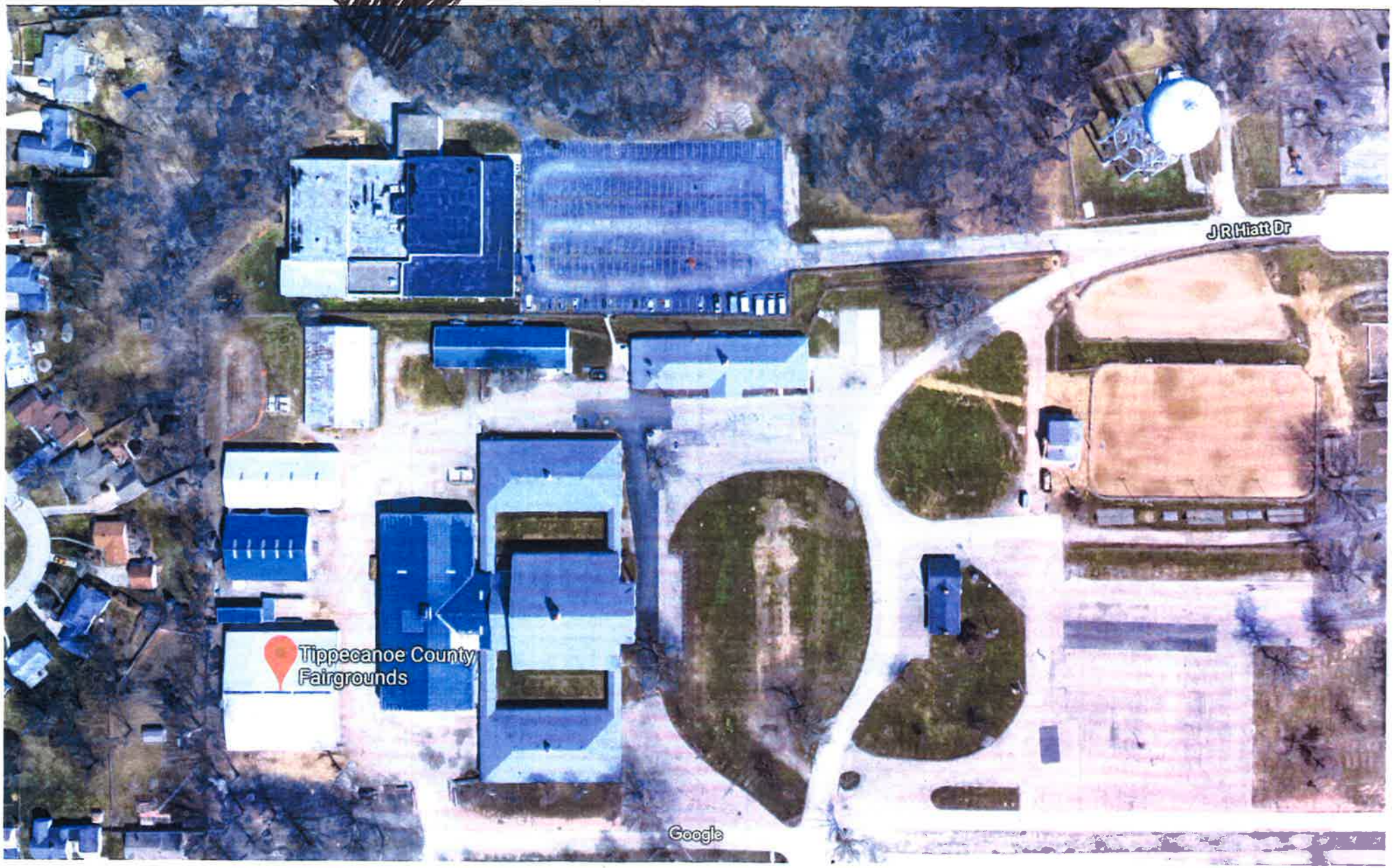
ACCEPTED BY:

*Signature*

1-10-19
*Date*

David S. Byers Commissioner
*Printed Name and Title*

YMCA

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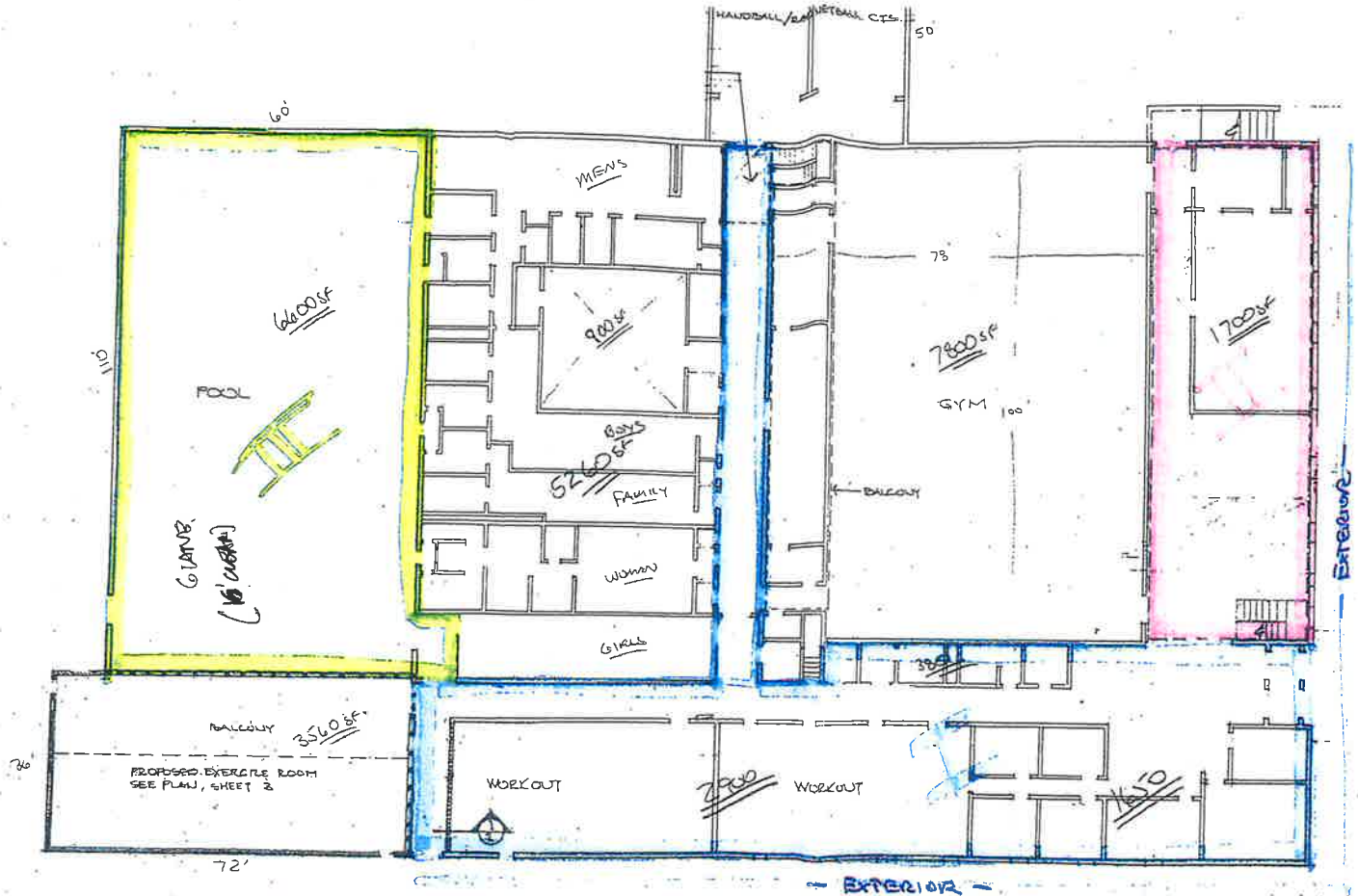


EXISTING BUILDING FLOOR PLAN

SCALE: 1/16" = 1'-0"

EXISTING BUILDING AREA, GROUND FLOOR: 37,140

EXISTING MASONRY NON-BEARING AREA SEPARATION WALL - 2 HR.

ONE-HOUR CORRIDOR WALL

NORTH

POOL 6600
CARDIO 3560
GYM 7800
HANDBALL 2100
WT/AEROBIC 2900
TOILETS 380

DAY CARE 1700
RSMT 3250
OFFICE 1650
LOCKERS 5260
HALLS 4300
MUCH 900

40,400

154 CARS PARKING

AS-BUILT DRWG

TECTON
Tecton Construction Management, Inc.
102 North Third Street, Suite 301
Lafayette, Indiana 47901-1225
(765) 429 - 5232
Fax (765) 429 - 5509

PROJECT: YMCA AS-BUILT
Date: 3/01/02
Scale: NTS

AN ADDITION TO THE
LAFAYETTE FAMILY YMCA
1950 SOUTH 18TH STREET

PROJECT YM96
SHEET
OF

Tecton Construction Management, Inc.
102 North Third Street, Suite 201
Lafayette, Indiana 47901-1225
(765) 429-5232
FAX (765) 429-5509

November 7, 2017

CHA Design/Construction Solutions
Attention: Greg Silcox
Union Station
300 S. Meridian Street
Indianapolis, IN 46225

*RE: Tippecanoe County, YMCA; Budget Phase I, II & III*

Dear Greg,

The information below, as well as the attached cost summary sheets and sketches, all represent basic assumptions used to create the phased budgets.

**Summary of work budgeted for Phase I:**

The general overview of Phase I would include: renovation of main corridors, offices along south main corridor, bathroom renovation and an exterior "tune up" of the public facades.

More specifically:

1. Included asbestos abatement allowances of $25,000 to support miscellaneous HVAC upgrades.
2. Included (2) operable walls and associated miscellaneous steel needed for making two large rooms into multipurpose conference rooms.
3. Exterior paint south and east facades, plus possible architectural feature for "new look".
4. Replace windows along south and east elevations.
5. Replace all roofs.
6. Remove badly worn doors, hardware, and wood frames along main south corridor. Replace with new HM knockdown frames, wood doors, and hardware.
7. Replace with new aluminum entrance doors and new vestibule doors. Entire exterior glass elevation to be aluminum.
8. All new ceilings in designated area phase I.

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**Summary of work budgeted for Phase I continued:**

9. New flooring entire area. A mix of carpet and VCT with specialty walk off mats at entrance.
10. Entire renovated areas will be freshly painted.
11. New toilet accessories and toilet partitions included.
12. Included is an allowance for window shades.
13. New reception desk, hard surface window sills, building dedication plaque, bathroom counter tops.
14. New fire sprinkler system will be added to the building.
15. Parking lot will be sealed and striped

**Summary of work budgeted for Phase II:**

The general overview of work in Phase II includes the renovation of space east of the gym currently used as a Day Care into office space.

More Specifically:

1. Replace doors, hardware, frames same as Phase I.
2. Replace Ceilings.
3. New flooring throughout.
4. New paint.

**Summary of work budgeted for Phase III:**

The general overview of work for Phase III includes the conversion of the pool area into general office space. The pool will be removed and filled in to create a level slab. Three offices, as well as two conference rooms will be added to the space. New windows will be added along the entire west wall to open up the space.

More Specifically :

1. All pool plumbing, floor drains, etc. will be removed.
2. Entire pool and pool deck will be demolished and regraded for new concrete slab.
3. Demolish elevated observation deck and lower elevation to match main floor.
4. Poor one new concrete slab at one single elevation.
5. Many of the locker room doors and windows will be removed and blocked in.
6. New ceiling for entire space.

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CONSTRUCTION MANAGEMENT, INC.

**Summary of work budgeted for Phase III continued:**

1. Add three offices.
2. Add two conference rooms.
3. Rework entrance door and hall to new office area.
4. All new doors, hardware, and frames.
5. New construction of rooms to be metal studs and drywall.
6. All new flooring.
7. Locker rooms and associated bathrooms are not included in this scope of work.

Please review and comment. The assumptions, as well as the costs, can be updated based on any feedback from you or the commissioners.

Sincerely,

Michael J. Witteveen, President & C.O.O.
TECTON CONSTRUCTION MANAGEMENT, INC.

MJW/maa

Enclosures

TECTON
CONSTRUCTION MANAGEMENT, INC.

MEMORANDUM

**TO: Tecton Owners**
**FROM: Mike Witteveen, President, LEED AP**
**DATE: October 16, 2018**
**RE: Commercial "Market Fatigue" and Construction Ramifications**

August of 2014, I sent a market warning to our customer base. Prices were going up due to the significant rebound the construction markets we're experiencing in Central Indiana.

It is four years later, and the commercial construction market is still very active. Now I am seeing prices making big jumps again because of what I am calling "Market Fatigue." Basically, everyone has been working in overdrive to cover the workload for too long and collectively they are saying "I have had enough, and I am tired." So, prices have shot up to the level of "I Don't Care" prices. Basically, I don't care if I get this job, but, if I do get it, I plan on making a lot of money.

Obviously, this is not every bidder in every bid category, but we can clearly see a tired workforce and these attitudes in the bidding marketplace.

What needs to be done from here to help our owners stretch their construction dollar? First, identify the problem. Check ✓. Second, implement bidding strategies to combat the effects of the collective "Market Fatigue." Rest assured, we have several bidding strategies to help mitigate these problems on your behalf. As your projects come to market, you will hear much more on this subject.

TECTON
Construction Management, Inc.

## COST SUMMARY SHEET

Tippecanoe County , YMCA
Phase 1 — 11/7/2017

| DIV. | DESCRIPTION | 9110sf | SUBTOTAL $ | TOTAL $ |
|---|---|---|---|---|
| | Architectural Design (5% - 8%) | | $ 74,000 | |
| | Civil Design | | | |
| 01040 | Field Staff | | $ 47,000 | |
| 01050 | Surveying | | | |
| 01500 | Gen.Conds./Fees&Permits-Trailer, Dumpsters, Utilities, Fence, Port-A-Johns, **Testing**, Copies | | $ 30,000 | |
| 02010 | Abatement | allowance | $ 25,000 | |
| 02050 | Demolition | | $ 7,800 | |
| 02200 | Excavation / site clearing / site utilities | | | |
| 02500 | Site Concrete | | | |
| 02500 | Asphalt | seal and stripping only | $ 8,250 | |
| 02900 | Landscaping | | | |
| 03300 | Building Foundations | | | |
| 03300 | Building Slabs | | | |
| 04200 | Masonry | misc repairs | $ 7,500 | |
| 05100 | Structural Steel | | | |
| 05500 | Miscellaneous Steel | at operable walls | $ 6,200 | |
| 06100 | Exterior Framing | Exterior upgrade allowance | $ 30,710 | |
| 06400 | Millwork/Casework/Plastic Laminate | | $ 16,925 | |
| 07200 | Insulation | | | |
| 07260 | Termite treatment | | | |
| 07230 | Caulking | | $ 2,000 | |
| 07240 | EIFS | | | |
| 07300 | Roofing & Gutters | replacement | $ 247,000 | |
| 08100 | Hollow Metal, Doors, Frames, Hardware | | $ 29,600 | |
| 08400 | Aluminum Store Fronts / Glass / Windows | | $ 44,150 | |
| 09100 | Studs Interior | | w/dw | |
| 09250 | Drywall | | $ 8,500 | |
| 09500 | Acoustic Ceilings | | $ 31,885 | |
| 09650 | VCT/Carpet/Base/Ceramic tile | | $ 51,565 | |
| 09900 | Paint / VWC | | $ 22,785 | |
| 10000 | Specialties | operable walls (2) | $ 28,000 | |
| 10400 | Signage | | w/6100 | |
| 10800 | Miscellaneous Toilet/Accessories | | $ 3,600 | |
| 11400 | Kitchen Equipment | | | |
| 12500 | Window Treatments | | $ 1,800 | |
| 13900 | Fire Detection | | $ 8,215 | |
| 14200 | Elevator | | n/a | |
| 15300 | Sprinklers | | $ 131,300 | |
| 15400 | Plumbing | | $ 5,000 | |
| 15500 | Mechanical | includes **new boilers** | $ 222,683 | |
| | Technology and A/V | | $ 8,226 | |
| 16400 | Electrical / Phone and Data | | $ 112,376 | |
| 16650 | Security | | | |
| | Allowances | | | |
| | | | | |
| | | | | |
| | | | | |
| | Overhead | | $ 28,000 | |
| | Contingency | | $ 50,000 | |
| | Construction Management Fee | | $ 23,000 | |
| | **TOTAL PROJECT BUDGET** | | $ 1,313,070 | |

TECTON
Construction Management, Inc.

## COST SUMMARY SHEET

Tippecanoe County , YMCA
Phase 2 *11/7/17 rev*

| DIV. | DESCRIPTION | 3200sf | SUBTOTAL $ | TOTAL $ |
|---|---|---|---|---|
| | Architectural Design (5% - 8%) | | $ 18,000 | |
| | Civil Design | | | |
| 01040 | Field Staff | | $ 13,500 | |
| 01050 | Surveying | | | |
| 01500 | Gen.Conds./Fees&Permits-Trailer, Dumpsters, Utilities, Fence, Port-A-Johns, **Testing**, Copies | | $ 6,000 | |
| 02010 | Abatement | | | |
| 02050 | Demolition | | $ 6,000 | |
| 02200 | Excavation / site clearing / site utilities | | | |
| 02500 | Site Concrete | | | |
| 02500 | Asphalt | | | |
| 02900 | Landscaping | | | |
| 03300 | Building Foundations | | | |
| 03300 | Building Slabs | | | |
| 04200 | Masonry | misc patching | $ 4,000 | |
| 05100 | Structural Steel | | | |
| 05500 | Miscellaneous Steel | | | |
| 06100 | Exterior Framing | | | |
| 06400 | Millwork/Casework/Plastic Laminate | 12 lf of cabinets , window sills | $ 7,875 | |
| 07200 | Insulation | | | |
| 07260 | | misc repairs from kitchen demo | $ 2,500 | |
| 07230 | Caulking | | | |
| 07240 | EIFS | | | |
| 07300 | Roofing & Gutters | | | |
| 08100 | Hollow Metal, Doors, Frames, Hardware | 9 existing | $ 16,650 | |
| 08400 | Aluminum Store Fronts / Glass / Windows | | | |
| 09100 | Studs Interior | | w/dw | |
| 09250 | Drywall | | $ 5,500 | |
| 09500 | Acoustic Ceilings | | $ 11,200 | |
| 09650 | VCT/Carpet/Base/Ceramic tile | | $ 16,000 | |
| 09900 | Paint / VWC | | $ 9,600 | |
| 10000 | Specialties | | | |
| 10400 | Signage | | | |
| 10800 | Miscellaneous Toilet/Accessories | | | |
| 11400 | Kitchen Equipment | | | |
| 12500 | Window Treatments | | $ 1,800 | |
| 13900 | Fire Detection | | $ 5,251 | |
| 14200 | Elevator | | n/a | |
| 15300 | Sprinklers | with Phase 1, only minor work | $ 1,200 | |
| 15400 | Plumbing | | $ 2,800 | |
| 15500 | Mechanical | | $ 67,012 | |
| | Technology and A/V | | $ 23,807 | |
| 16400 | Electrical / Phone and Data | | $ 83,630 | |
| 16650 | Security | | | |
| | Allowances | | | |
| | | | | |
| | | | | |
| | Overhead | | $ 7,100 | |
| | Contingency | | $ 15,000 | |
| | Construction Management Fee | | $ 5,200 | |
| | **TOTAL PROJECT BUDGET** | | $ 329,625 | |

TECTON
Construction Management, Inc.

# COST SUMMARY SHEET

Tippecanoe County , YMCA
Phase 3 *11/7/17 rev*

| DIV. | DESCRIPTION | 6600 sf | SUBTOTAL $ | TOTAL $ |
|---|---|---|---|---|
| | Architectural Design (5% - 8%) | | $ 45,000 | |
| | Civil Design | | | |
| 01040 | Field Staff | | $ 29,000 | |
| 01050 | Surveying | | | |
| 01500 | Gen.Conds./Fees&Permits-Trailer, Dumpsters, Utilities, Fence, Port-A-Johns, **Testing**, Copies | | $ 25,000 | |
| 02010 | Abatement | | $ 20,000 | |
| 02050 | Demolition | | $ 68,549 | |
| 02200 | Excavation / site clearing / site utilities | | w/concrete | |
| 02500 | Site Concrete | | | |
| 02500 | Asphalt | | | |
| 02900 | Landscaping | repair truck ruts | $ 2,500 | |
| 03300 | Building Foundations | | | |
| 03300 | Building Slabs | | $ 52,800 | |
| 04200 | Masonry | | $ 34,500 | |
| 05100 | Structural Steel | | | |
| 05500 | Miscellaneous Steel | | $ 2,000 | |
| 06100 | Exterior Framing | | | |
| 06400 | Millwork/Casework/Plastic Laminate | window sills | $ 2,000 | |
| 07200 | Insulation | | | |
| 07260 | Termite treatment | | | |
| 07230 | Caulking | | $ 2,000 | |
| 07240 | EIFS | | | |
| 07300 | Roofing & Gutters | | | |
| 08100 | Hollow Metal, Doors, Frames, Hardware | | $ 12,000 | |
| 08400 | Aluminum Store Fronts / Glass / Windows | | $ 8,640 | |
| 09100 | Studs Interior | | w/dw | |
| 09250 | Drywall | | $ 60,480 | |
| 09500 | Acoustic Ceilings | | $ 26,400 | |
| 09650 | VCT/Carpet/Base/Ceramic tile | | $ 33,000 | |
| 09900 | Paint / VWC | | $ 24,800 | |
| 10000 | Specialties | | | |
| 10400 | Signage | | | |
| 10800 | Miscellaneous Toilet/Accessories | | | |
| 11400 | Kitchen Equipment | | | |
| 12500 | Window Treatments | | $ 2,000 | |
| 13900 | Fire Detection | | $ 6,542 | |
| 14200 | Elevator | | | |
| 15300 | Sprinklers | with phase 1 , minor work incl | $ 3,500 | |
| 15400 | Plumbing | | $ 11,638 | |
| 15500 | Mechanical | | $ 105,067 | |
| | Technology and A/V | | $ 30,279 | |
| 16400 | Electrical / Phone and Data | | $ 128,474 | |
| 16650 | Security | | | |
| | Allowances | | | |
| | | | | |
| | | | | |
| | | | | |
| | Overhead | | $ 15,800 | |
| | Contingency | | $ 40,000 | |
| | Construction Management Fee | | $ 13,500 | |
| | **TOTAL PROJECT BUDGET** | | $ 805,469 | |

**TIPPECANOE COUNTY, INDIANA**
**ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Browning, Day, Mullins, Dierdorff** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

**Funding for a Multi-year Agreement** - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor. In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

**Non-Discrimination** – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of the covenant may be regarded as a material breach of this Agreement.

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

Contractor shall:

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

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

maintain this certification throughout the duration of the term of each subcontract.

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

**Contract Reporting Requirements** - Contractor understands and acknowledges that the County is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14-3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars ($50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

**Anti-Nepotism Requirements** - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

By:_____

Title:_____

Date:_____

ACCEPTED:

BROWNING DAY MULLINS DIERDORFF
626 N. Illinois Street
Indianapolis, Indiana 46204

By:_____

Title:_____

Date:_____

# TIPPECANOE COUNTY BUILDING COMMISSION

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

| Permit | Date | Property Owner<br>*Improvement* | Address | Lot | Subdivision | Township | Key Number<br>State Key Number |
|---|---|---|---|---|---|---|---|
| 20-14 | 9/10/20 | John & Jennifer O'Dell<br>*29x64 House/Pole Building* | 9525 Main Street | 12 | 23-21-3 | Lauramie | 79-16-23-453-003.000-008 |
| 20-19 | 9/23/20 | Sue Cox<br>*16 x 27 open porch* | 6140 Naschette Pkwy | 93 | Hawks Nest 22-24-4 | Tippecanoe | 79-03-22-326-011.000-019 |
| 39344 | 9/1/20 | Georgann Dolick<br>*40x40 Pole Barn* | 5114 Mulberry St | 17 | Middleton-Koons | Wayne | 140-07100-0113 |
| 39345 | 9/1/20 | Milakis Homes<br>*2 story/slab/AG/no deck/open porch* | 8505 N 275 E | 21 | Battleground Farms | Tippecanoe | 79-09-24-204-010.000-028<br>124-02306-0029 |
| 39346 | 9/2/20 | Anthony Dowell<br>*Fill/Storage for later use 9/1/20-8/31/21* | 7910 N 50 W | | 18-24-4 | Tippecanoe | 79-03-10-276-002.000-017 |
| 39347 | 9/2/20 | Donald Stout<br>*20x24 Detached Garage* | 420 Stanton Drive | 74 | Arlington Commons | Perry | 79-03-18-100-007.000-017<br>112-03009-0216 |
| 39348 | 9/2/20 | Thomas Downam<br>*24x40 Pole Barn* | 7287 N 900 E | 4 | Wintergreen Woods | Washington | 79-08-30-303-001.000-009<br>138-00801-0041 |
| 39349 | 9/2/20 | KHI<br>*1 story/slab/AG/no deck/open porch* | 2040 Mondavi Blvd | 139 | Hickory Ridge 16-22-4 | Wea | 79-04-14-301-005.000-027 |
| 39350 | 9/2/20 | Chris Tabor<br>*Demo 25x25 SFR* | 6604 E 900 S | | 5-21-3 | Lauramie | 79-11-15-306-010.000-031<br>110-00500-0325 |
| 39351 | 9/3/20 | Paul & Wendi Schroeder<br>*22x26 addition to existing house* | 2109 Mert Ln | | 15-24-4 | Tippecanoe | 79-16-05-451-014.000-007<br>124-02800-0514 |
| 39352 | 9/3/20 | Ron Breeding<br>*24x48 detached garage w/open porch* | 4708 Marimak Dr | 8 | Marimak Acres 36-24-4 | Washington | 79-03-15-100-013.000-017<br>138-03204-0080 |
| 39353 | 9/4/20 | Kevin & Michelle Desjardins<br>*12x28 detached garage* | 10837 Fretz Ln | | Rutan Ridge 25-22-3 | Sheffield | 79-03-36-251-009.000-027<br>118-02401-0027 |
| 39354 | 9/4/20 | Mike & Elizabeth Holmes<br>*master suite/hall bath remodel* | 751 N 400 W | | 22-23- | Wabash | 79-12-25-401-002.000-012<br>132-02300-0626 |
| 39355 | 9/8/20 | Majestic Custom Homes<br>*2 Story/Slab/AG/open porch/no deck* | 7925 Ramona Lane | | 27-22-3 | Sheffield | 79-06-22-151-004.000-022 |
| 39356 | 9/8/20 | Douglas Pierce<br>*50x72 Pole Barn w/open porch & Lnto & 200amp service (Storage Only)* | 3699 N 500 E | | 6-23-3 | Perry | 79-12-27-300-022.000-012<br>112-00600-0095 |
| 39357 | 9/10/20 | Richard Kerr<br>*Pole Barn Addition to house/breezeway & open porch* | 224 Elvernan Drive | | Elverrnan 19-23-5 | Shelby | 79-08-06-100-002.000-009<br>122-07500-0399 |
| 39358 | 9/10/20 | Dion Ventura<br>*Fill* | 8812 SR43 N | | 9-24-4 | Tippecanoe | 79-06-19-326-005.000-015<br>124-02200-0223<br>79-03-09-200-005.000-017 |

# TIPPECANOE COUNTY BUILDING COMMISSION

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

| Permit | Date | Property Owner<br>*Improvement* | Address | Lot | Subdivision | Township | Key Number<br>State Key Number |
|---|---|---|---|---|---|---|---|
| 39359 | 9/10/20 | Dale Philyaw<br>*2 Story/partial finished bsmt/AG/deck/open porch* | 7705 Peshewa Drive | | RR-22-3 | Sheffield | 118-03700-0334<br>79-12-42-720-025.000-012 |
| 39360 | 9/10/20 | Tempest Homes<br>*1 Story/Slab/AG/open porch/no deck* | 524 Bearsden Lane | 4 | Barrington Woods 29-23-3 | Perry | 79-08-29-151-004.000-009 |
| 39361 | 9/10/20 | Tempest Homes<br>*1 Story/Slab/AG/no deck or porch* | 2785 Chivalry Drive | 233 | Avalon Bluff 15-22-4 | Wea | 79-11-15-477-039.000-030 |
| 39362 | 9/11/20 | Bogert Construction LLC<br>*2 Story/Slab/AG /no deck or porch* | 938 Chepstow Lane | 9 | Abington 24-23-6 | Shelby | 79-05-24-126-006.000-014 |
| 39363 | 9/11/20 | Cheryl Cornell<br>*20x30 Addition to existing pole barn w/ 8x30 open porch* | 7001 E 700 S | | 32-22-3 | Sheffield | 118-03100-0110<br>79-12-32-200-003.000-012 |
| 39364 | 9/11/20 | Majestic Custom Homes<br>*1 Story/Slab/AG/no deck/open porch* | 2986 Three Meadows Place | 64 | Three Meadows 14-23-5 | Wabash | 79-06-14-155-032.000-023 |
| 39365 | 9/11/20 | Majestic Custom Homes<br>*2 Story/Slab/AG/open porch/no deck* | 4306 Magus Court | 294 | Stonehenge 34-24-5 | Wabash | 79-02-34-407-023.000-022 |
| 39366 | 9/11/20 | Majestic Custom Homes<br>*2 Story/Slab/AG/no deck or porch* | 2224 Longspur Drive | 147 | Wake Robin 11-23-5 | Wabash | 79-06-11-328-020.000-023 |
| 39367 | 9/14/20 | Cornerstone Property Holdings LLC<br>*Permanent signage* | 2301 W 600 N | | 26-24-5 | Wabash | 132-04600-0031<br>79-02-26-200-003.000-022 |
| 39368 | 9/14/20 | Steve Downham<br>*12x20 shed* | 2801 E 600 S | | 27-22-4 | Wea | 144-03000-0785<br>79-11-24-200-008.000-030 |
| 39369 | 9/14/20 | Matt & Lisa Gard<br>*18x36 non-diving inground pool w/auto cover/no slide* | 7829 Amanda Ln | | 24-23-6 | Shelby | 120-03500-0866<br>79-05-24-151-006.000-014 |
| 39370 | 9/15/20 | Douglas & Yvonne Lesley<br>*2 story/crawl/AG/2 open porches/no deck* | 400 Gainsboro Dr | 56 | Oak Ridge 1-3-1 | Tippecanoe | 79-03-29-401-029.000-018 |
| 39371 | 9/15/20 | Candlelight Development<br>*Demo mobile home* | 10 Candlelight Plaza #119 | 119 | Candlelight MHP 4-23-5 | Wabash | 132-01300-0031<br>79-06-04-200-002.000-022 |
| 39372 | 9/15/20 | Candlelight Plaza<br>*Demo mobile home* | 10 Candlelight Plaza #126 | 126 | Candlelight MHP 4-23-5 | Wabash | 132-01300-0031<br>79-06-04-200-002.000-022 |
| 39373 | 9/15/20 | Candlelight Development Corp<br>*Demo mobile home* | 10 Candlelight Plaza #313 | 313 | Candlelight MHP 4-23-5 | Wabash | 132-01300-0031<br>79-06-04-200-002.000-022 |
| 39374 | 9/15/20 | Joshua & Aurielle Lindblom<br>*36x70 detached garage w/loft & open porch* | 631 Wexford Dr | 26 | Creekside 20-23-3 | Perry | 112-02010-0049<br>79-08-20-176-007.000-009 |
| 39375 | 9/16/20 | TSC Harrison High School<br>*Science Wing Addition/Foundation Only* | 5701 N 50 W | | 30-24-4 | Tippecanoe | 124-04200-0038<br>79-03-30-200-001.000-017 |

# TIPPECANOE COUNTY BUILDING COMMISSION

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

| Permit | Date | Property Owner<br>*Improvement* | Address | Lot | Subdivision | Township | Key Number<br>State Key Number |
|---|---|---|---|---|---|---|---|
| 39376 | 9/16/20 | Terrance Jamison<br>*Finished Basement* | 4716 Insignia Ct | 127 | Hickory Ridge 15-22-4 | Wea | 146-05314-0486<br>79-11-15-303-012.000-031 |
| 39377 | 9/16/20 | Rick Tyrie<br>*20x20 Lean-to* | 2210 E 800 S | | 34-22-4 | Wea | 144-03700-0492<br>79-11-34-300-015.000-030 |
| 39378 | 9/16/20 | Israel Avila<br>*20x25 open porch* | 4815 Old SR25 N | | 36-24-4 | Washington | 138-03200-0458<br>79-03-36-251-001.000-027 |
| 39379 | 9/17/20 | Majestic Custom Homes<br>*1 story/slab/AG/no deck/open porch* | 1725 Three Meadows Dr | 26 | Three Meadows 14-23-5 | Wabash | 79-06-14-155-026.000-023 |
| 39380 | 9/17/20 | Majestic Custom Homes<br>*1 story/slab/AG/no deck/open porch* | 4723 Leeward Ln | 19 | Concord Ridge 14-22-4 | Wea | 79-11-14-403-007.000-030 |
| 39381 | 9/17/20 | Milakis Homes<br>*1 story/slab/AG/no deck/open porch* | 305 W Big Pine Dr | 204 | Auburn Meadows 31-24-4 | Wabash | 79-03-31-251-060.000-023 |
| 39382 | 9/21/20 | James Berger<br>*12x16 shed* | 6915 Baldwin Dr | | 22-24-4 | Tippecanoe | 124-03500-0243<br>79-03-22-226-009.000-017 |
| 39383 | 9/22/20 | Milakis Homes<br>*2 story/slab/AG/no deck/open porch* | 385 W Big Pine Dr | 199 | Auburn Meadows 31-24-4 | Wabash | 79-03-31-251-055.000-023 |
| 39384 | 9/22/20 | Milakis Homes<br>*2 story/slab/AG/no deck/open porch* | 370 W Big Pine Dr | 216 | Auburn Meadows 31-24-4 | Wabash | 79-03-31-251-072.000-023 |
| 39385 | 9/22/20 | Milakis Homes<br>*1 story/slab/AG/no deck/open porch* | 4203 Amethyst Pl | 328 | Stones Crossing 15-22-4 | Wea | 79-11-15-126-054.000-031 |
| 39386 | 9/22/20 | Dave & Deb Wettschurack / Milakis<br>*36x40 pole barn* | 8967 N Co Line Rd W | | 10-24-6 | Shelby | 120-04300-0011<br>79-01-10-100-002.000-014 |
| 39387 | 9/23/20 | Stoneridge Homes<br>*2 story/slab/AG/no deck/open porch* | 4795 Leeward Ln | 23 | Concord Ridge 14-22-4 | Wea | 79-11-14-403-011.000-030 |
| 39388 | 9/23/20 | Tommie Ott<br>*24x52 above ground pool* | 100 N 850 E | | 22-23-3 | Perry | 112-02200-0156<br>79-08-22-451-001.000-009 |
| 39389 | 9/23/20 | Jordan Custom Homes<br>*1 story/slab/AG/no deck/open porch* | 5311 Daffodil Dr | 31 | Oak Ridge 29-24-4 | Tippecanoe | 79-03-29-300-003.000-018 |
| 39390 | 9/24/20 | Alex & Neil Grogan<br>*1 story/crawl/AG/no deck or porch* | 8424 N 75 E | | 8-24-4 | Tippecanoe | 124-02100-0246<br>79-03-08-400-008.000-012 |
| 39391 | 9/25/20 | Benjamin Tolliver<br>*renovation/200amp upgrade* | 9132 Oak St | 11&12 | M E Church Addn | Lauramie | 110-09900-0110<br>79-16-08-232-013.000-007 |
| 39392 | 9/25/20 | John & Kris Martin<br>*26x44 non-diving inground pool w/auto cover/no slide* | 229 N 850 E | | 22-23-3 | Perry | 112-02200-0211<br>79-08-22-400-002.000-009 |

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|---|---|---|---|---|---|---|---|
| 39393 | 9/25/20 | Shelly Lange<br>*2 story remodel* | 41 W 500 N | | 31-24-4 | Wabash | 134-07900-0187<br>79-03-31-201-002.000-023 |
| 39394 | 9/25/20 | Amanda McKinney<br>*10x12 Open Porch* | 6102 Silvercreek Drive | 81 | Fieldstone 19-24-4 | Tippecanoe | 79-03-19-351-043.000-017 |
| 39395 | 9/25/20 | Tempest Homes<br>*2 story/slab/AG/no deck or porch* | 1070 Kingrail Dr | 36 | Fieldstone 24-24-4 | Tippecanoe | |
| 39396 | 9/25/20 | Tempest Homes<br>*1 story/slab/AG/no deck/open porch* | 1058 Kingrail Dr | 35 | Fieldstone 24-24-4 | Tippecanoe | |
| 39397 | 9/25/20 | Tempest Homes<br>*2 story/slab/AG/no deck or porch* | 1130 Kingrail Dr | 41 | Fieldstone 24-24-4 | Tippecanoe | |
| 39398 | 9/25/20 | Tempest Homes<br>*1 story/slab/AG/no deck or porch* | 1179 Kingrail Dr | 43 | Fieldstone 24-24-4 | Tippecanoe | |
| 39399 | 9/25/20 | Tempest Homes<br>*1 story/slab/AG/no deck or porch* | 2911 Chivalry Dr | 198 | Avalon Bluff 15-22-4 | Wea | 79-11-15-477-004.000-030 |
| 39400 | 9/25/20 | Tempest Homes<br>*1 story/slab/AG/no deck/open porch* | 4900 Gawain Dr | 217 | Avalon Bluff 15-22-4 | Wea | 79-11-15-477-023.000-030 |
| 39401 | 9/28/20 | Innovation Church<br>*12x24 shed* | 2502 Mondavi Blvd | | 15-22-4 | Wea | 146-05311-0016<br>79-11-15-326-001.000-031 |
| 39402 | 9/28/20 | Margaret McCabe<br>*11x11 sunroom* | 4000 Jennie Lou Dr | 32 | Willowood 12-23-4 | Fairfield | 106-04906-0040<br>79-07-12-152-016.000-003 |
| 39403 | 9/28/20 | William Arman<br>*30x32 pole barn* | 12729 S 400 W | | 27-21-5 | Jackson | 108-01700-0135<br>79-14-27-300-003.000-006 |
| 39404 | 9/29/20 | Ron Reichart POA Bernice Barnett<br>*Demo 50x50 barn* | 4645 S 900 E | | 14-22-3 | Sheffield | 118-01400-0082<br>79-12-14-300-001.000-012 |
| 39405 | 9/29/20 | Brian Puckett<br>*40x48 pole barn w/open porch/existing electric* | 7916 Ramona Ln | 3 | Wheatfield Farms 28-22-3 | Sheffield | 79-12-28-400-014.000-012 |
| 39406 | 9/29/20 | Tim Everidge<br>*17x34 Addition* | 7801 Halifax Lane | | 33-23-3 | Perry | 112-03300-0519<br>79-08-33-476-007.000-009 |
| 39407 | 9/29/20 | Josh Wilkinson<br>*Kitchen Remodel/Deck/Inground pool w/auto cover/no slide or dive* | 8281 Kronlokken Lane | | 2-21-4 | Lauramie | 79-15-02-100-004.000-007 |
| 39408 | 9/29/20 | Joe & Amy McMurry<br>*Attached garage/breezeway/open porch* | 4916 Ferret St | | 33-24-3 | Washington | 138-06300-0020<br>79-04-33-130-003.000-027 |
| 39409 | 9/30/20 | Jordan Custom Homes<br>*1 story/slab/AG/no deck/open porch* | 5275 Daffodil Dr | 34 | Oak Ridge 29-24-4 | Tippecanoe | |

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|---|---|---|---|---|---|---|---|
| 39410 | 9/30/20 | Jordan Custom Homes<br>*1 story/slab/AG/no deck/open porch* | 5298 Gainsboro Dr | 44 | Oak Ridge 29-24-4 | Tippecanoe | |
| 39411 | 9/30/20 | Francis & Ashley Dube<br>*16x36 fenced in-ground pool/no slide or dive* | 4165 Fiddlesticks Dr | 16 | Fiddlesticks 17-22-4 | Wea | 146-05525-0165<br>79-11-17-128-008.000-031 |
| 39412 | 9/30/20 | Leslie & Judy Christianson<br>*40x56 pole barn/no electric* | 12323 S 300 E | | 26-21-4 | Lauramie | 110-05000-0016<br>79-15-26-100-001.000-007 |
| 39413 | 9/30/20 | Gregory & Cynthia Holderbaum<br>*24x30 pole barn w/10x24 leanto* | 6520 E 100 N | | 17-23-3 | Perry | 112-01700-0150<br>79-08-17-400-004.000-009 |
| E11120 | 9/2/20 | Jason Allen<br>*Roof mounted solar panels/200amp* | 4948 Newcastle Rd | | 17-22-3 | Fairfield | 118-01600-012<br>79-12-43-733-010.000-012 |
| E11121 | 9/4/20 | QC Communications / Comcast<br>*install alpha battery cabinet/200amps* | 2200 Cousteau Dr | 287 | Lindberg Village 10-23-5 | Wabash | 132-01502-0115<br>79-06-10-452-001.000-022 |
| E11122 | 9/4/20 | QC Communications / Comcast<br>*Replace existing power for the comcast box/200amps* | 3661 Tesla Dr | 70 | Lindberg Village 10-23-5 | Wabash | 132-01509-0196<br>79-06-10-376-017.000-022 |
| E11123 | 9/8/20 | Horacio Lacayo<br>*Secure Meter* | 7301 N 300 E | 11 | Canary Estates 14-24-4 | Tippecanoe | 124-02701-0118<br>79-03-14-301-004.000-017 |
| E11124 | 9/10/20 | Oliver Beers<br>*Upgrade to 400amp service* | 3968 S River Road | | 27-23-5 | Wabash | 132-02800-0203<br>79-06-27-100-009.000-022 |
| E11125 | 9/11/20 | Josh Kiger<br>*Update Panel* | 1029 N 350 W | | 15-23-5 | Wabash | 132-02000-0387<br>79-06-15-451-004.000-022 |
| E11126 | 9/15/20 | Scott & Renee Hodson<br>*Replace Service* | 7312 S 775 E | | 33-22-3 | Sheffield | 118-03200-0460<br>79-12-33-251-005.000-012 |
| E11127 | 9/16/20 | UMH<br>*Upgrade Service* | 16 Woods Edge MHP | 16 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |
| E11128 | 9/16/20 | UMH<br>*Upgrade Service* | 19 Woods Edge MHP | 19 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |
| E11129 | 9/16/20 | UMH<br>*Upgrade Service* | 23 Woods Edge MHP | 23 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |
| E11130 | 9/16/20 | UMH<br>*Upgrade Service* | 37 Woods Edge MHP | 37 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |
| E11131 | 9/16/20 | UMH<br>*Upgrade Service* | 50 Woods Edge MHP | 50 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400- |
| E11132 | 9/16/20 | UMH<br>*Upgrade Service* | 51 Woods Edge MHP | 51 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |

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|---|---|---|---|---|---|---|---|
| E11133 | 9/16/20 | UMH<br>*Upgrade Service* | 53 Woods Edge MHP | 53 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |
| E11134 | 9/16/20 | UMH<br>*Upgrade Service* | 79 Woods Edge MHP | 79 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |
| E11135 | 9/16/20 | UMH<br>*200amp upgrade* | 80 Woods Edge MHP | 80 | Woods Edge MHP 21-24-4 | Tippecanoe | 124-03400-0321 |
| E11136 | 9/16/20 | UMH<br>*200amp upgrade* | 281 Woods Edge MHP | 281 | Woods Edge MHP 21-24-4 | Tippecanoe | 79-03-21-200-010.000-017<br>124-03400-0321 |
| E11137 | 9/16/20 | UMH<br>*200amp upgrade* | 151 Woods Edge MHP | 151 | Woods Edge MHP 21-24-4 | Tippecanoe | 79-03-21-200-010.000-017<br>124-03400-0321 |
| E11138 | 9/16/20 | UMH<br>*200amp upgrade* | 109 Woods Edge MHP | 109 | Woods Edge MHP 21-24-4 | Tippecanoe | 79-03-21-200-010.000-017<br>124-03400-0321 |
| E11139 | 9/16/20 | UMH<br>*200amp upgrade* | 410 Woods Edge MHP | 410 | Woods Edge MHP 21-24-4 | Tippecanoe | 79-03-21-200-010.000-017<br>124-03400-0321 |
| E11140 | 9/16/20 | UMH<br>*200amp upgrade* | 457 Woods Edge MHP | 457 | Woods Edge MHP 21-24-4 | Tippecanoe | 79-03-21-200-010.000-017<br>124-03400-0321 |
| E11141 | 9/16/20 | UMH<br>*upgrade 200amps* | 470 Woods Edge MHP | 470 | Woods Edge MHP 21-24-4 | Tippecanoe | 79-03-21-200-010.000-017<br>124-03400-0321 |
| E11142 | 9/16/20 | Paul Terhune<br>*200amp upgrade* | 7112 Turner Rd | 1 | Turner Wilson 5-22-6 | Wayne | 79-03-21-200-010.000-017<br>140-04300-0240 |
| E11143 | 9/17/20 | Comcast / QC Communications<br>*Install new power supply to Comcast cabinet* | 2821 Lindberg Rd | | 14-23-5 | Wabash | 79-09-46-560-023.000-028<br>134-07100-0261 |
| E11144 | 9/17/20 | Comcast / QC Communications<br>*Wiring for new Comcast cabinet* | 101 Blueberry Lane | 14 | Green Meadows 15-23-5 | Wabash | 79-06-14-100-002.000-023<br>134-07201-0237 |
| E11145 | 9/21/20 | Brian Messer<br>*600amp upgrade* | 1800 Sycamore Ridge | | 18-23-3 | Perry | 79-06-15-400-023.001-023<br>114-03700-0320 |
| E11146 | 9/23/20 | Tim Leming<br>*upgrade 200amps* | 6310 E 100 N | | 17-23-3 | Perry | 79-08-78-176-004.000-010<br>112-01700-0128 |
| E11147 | 9/24/20 | Robert Nawrocki<br>*ground mount solar panels/200amps* | 2421 Bonita Dr | | 3-21-4 | Lauramie | 79-08-17-300-003.000-009<br>110-03900-0357 |
| E11148 | 9/24/20 | Heritage Land Company / Mark An<br>*new 200amp service* | 3619 N 500 E | | 6-23-3 | Perry | 79-15-03-300-007.000-007<br>112-00600-0095 |
| E11149 | 9/25/20 | Hank & Jane Nickles<br>*400amp H frame* | 620 N Co Line Rd | | 24-23-3 | Perry | 79-08-06-100-002.000-009<br>112-02400-0110<br>79-08-24-200-005.000-009 |

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|---|---|---|---|---|---|---|---|
| E11150 | 9/25/20 | James & Elizabeth Solberg<br>*200amp ground mount solar system* | 4030 Sylvan Tr | | 21-23-5 | Wabash | 132-02200-0330<br>79-06-21-400-012.000-022 |
| E11151 | 9/28/20 | Ron & Ken Throckmorton<br>*replace main breaker service panel/200amps* | Near 460 E 800 S | | 5-21-4 | Randolph | 116-00200-0026<br>79-15-05-200-001.000-011 |
| E11152 | 9/29/20 | Jennifer Claussen<br>*roof mounted solar system/200amps* | 501 Haw Ln | 15 | Hawthorne Ridge | Wabash | 134-07902-0119<br>79-03-31-176-008.000-023 |
| E11153 | 9/30/20 | Fannie Mae<br>*re-energize 200amps* | 812 S Wagonwheel Tr | 109 | Rolling Hills 17-22-4 | Wea | 146-05513-0430<br>79-11-17-278-053.000-031 |

Permit Count: 106