AIA® Document A132™ – 2009

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

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

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

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

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

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

BID PACKAGE 5B Paving Contract

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

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

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

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

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

CHA Design/Construction Solutions

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

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

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

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

The Owner and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

Commencement: April 15, 2021

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

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NA

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

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

Substantial Completion: 5/20/21

Portion of the Work	Substantial Completion Date
.	

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

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

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

ARTICLE 4 CONTRACT SUM

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

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

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

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

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

§ 4.2 Stipulated Sum

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

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

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

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

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

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

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

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

~~Item~~	~~Allowance~~
-	

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

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

NA

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

NA

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

NA

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

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

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

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

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

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

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

NA

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

NA

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

NA

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

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

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

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

§ 4.4.7 Guaranteed Maximum Price

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

NA

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

NA

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

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Item	Allowance
NA	

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

NA

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

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

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

[X] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

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User Notes: (3B9ADA52)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

seven (7) % per annum

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

David Byers
20 N.Third Street
Lafayette, IN 47901

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

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

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

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

Email Address: mark.nagle@milestonelp.com

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

§ 8.6 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
NA			

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

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

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011000	Summary	3
014000	Quality Requirements	6
104534	Structural Tests and Special Inspections	7
017700	Closeout Procedures	2
017823	Operation and Maintenance Data	6
017839	Project Record Documents	4
017900	Demonstration and Training	3
DIVISION 02	EXISTING CONDITIONS	
024119	Selective Demolition	5
DIVISION 03	CONCRETE	
033000	Cast-In-Place Concrete	19
DIVISION 04	MASONRY	
042200	Concrete Unit Masonry	12
047200	Cast Stone Masonry	7
DIVISION 05	METALS	
054000	Cold-Formed Metal Framing	8
055000	Metal Fabrications	9
055213	Pipe and Tube Railings	7
DIVISION 06	WOOD, PLASTICS, AND COMPOSITES	
061000	Rough Carpentry	4
066400	Plastic Paneling	3
DIVISION 07	THERMAL AND MOISTURE PROTECTION	
071113	Bituminous Dampproofing	4
072100	Thermal Insulation	3
072413	Polymer-based Exterior Insulation and Finish Systems (EFIS)	7
072413.13	Formed Metal Wall Panels	8
075223	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	13
076200	Sheet Metal Flashing and Trim	7
077200	Roof Accessories	6
077253	Snow Guards	3
078413	Penetration Firestopping	9
079200	Joint Sealants	8
DIVISION 08	OPENINGS	
081113	Hollow Metal Doors and Frames	8
083113	Access Doors and Frames	3
083313	Coiling Counter Doors	6
083323	Overhead Coiling Doors	6
083613	Sectional Doors	7
084213	Aluminum-Framed Entrances	9
084313	Aluminum-Framed Storefronts	9
085113	Aluminum Windows	5
087100	Door Hardware	15
088000	Glazing	9
DIVISION 09	FINISHES	
092216	Non-Structural Metal Framing	9
092900	Gypsum Board	4
095113	Acoustical Panel Ceilings	7

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

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

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

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

-

§ 9.1.5 The Drawings:

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

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

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

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

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

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

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

§ 9.1.6 The Addenda, if any:

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

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

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

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

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

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

NA.

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

NA

.4 Other documents, if any, listed below:

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

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

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ARTICLE 10 INSURANCE AND BONDS

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

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

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

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

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

OWNER*(Signature)*
David Byers, County Commissioner

(Printed name and title)

CONTRACTOR*(Signature)*
Mark Nagle, Estimator

(Printed name and title)

Init.
/

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MILESTONE CONTRACTORS, L.P.

Time & Material Work Agreement

(See back for terms and conditions.)

885

MCLP #: _____

CUSTOMER NO.: _____

DATE: 03/02/20

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

ADDRESS/LOCATION TIPPECANOE COUNTY

JOB NO.:

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

EQUIPMENT RATES DO NOT APPLY TO SNOW REMOVAL

OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

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

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

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

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

SUBCONTRACTORS (Items of work performed)	TOTAL ($)

Milestone Contractors, L.P.

By: M. A. Nagle

Printed: MARK A. NAGLE

Title: DIRECTOR OF ESTIMATING

Owners Authorized Representative

By:

Printed:

Title:

Time & Material #: _____

Total: $0.00

Revision: (04/1/13)

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