

Tippecanoe County Board of Commissioners

Meeting
Monday, May 4, 2020
10:00 am

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

TENTATIVE AGENDA

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

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, April 20, 2020

Documents:

[AGENDA05042020MINUTESFROM04202020.PDF](#)

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL - PAULA BENNETT

V. HIGHWAY- STEWART KLINE

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

Documents:

[AGENDA05042020HIGHWAYLETTEROFAPPROVALSUMMERHOURS.PDF](#)

[AGENDA05042020PERSONNELCOMMITTEEREVIEWPROCESS.PDF](#)

[AGENDA05042020HIGHWAYADMINASSTPOSITION.PDF](#)

VI. GRANTS- SHARON HUTCHISON

VII. 4 CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Documents:

[AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT1.PDF](#)

[AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT2.PDF](#)

[AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT3.PDF](#)

[AGENDA05042020CHANGEORDERFAIRGROUNDSPROJECT4.PDF](#)

VIII. 1 CHANGE ORDER FOR CENTRAL OFFICES PROJECT

1950 S 18th Street, former YMCA

Documents:

[AGENDA05042020CHANGEORDERCENTRALOFFICES1.PDF](#)

IX. REPORTS ON FILE

X. UNFINISHED/NEW BUSINESS

XI. PUBLIC COMMENT

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

**at [HTTPS://WWW.FACEBOOK.COM/TIPPECANOECOUNTYINDIANA/](https://www.facebook.com/tippecanoe-county-indiana/) and
[HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCJIEEA9ZQO9ELLGDZTDJURQ/FEATURED](https://www.youtube.com/channel/UCJIEEA9ZQO9ELLGDZTDJURQ/FEATURED)**

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Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, April 20, 2020

10:00 am

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

Commissioners present President Tracy A. Brown, Vice President Thomas P. Murtaugh and Member David S. Byers.

Also present: Attorney Doug Masson, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett and Max Walling from the DoIT Department.

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

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

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

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

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

VI. SURVEYOR – Zach Beasley presented and recommended:

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

VII. HEALTH DEPARTMENT

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

VIII. HUMAN RESOURCES

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

IX. GRANTS

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

X. PROPOSED 2021 SALARY INCREASES – Auditor Robert Plantenga

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

XI. CHANGE ORDERS FOR THE FAIRGROUNDS PROJECT

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

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

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

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

XIII. UNFINISHED or NEW BUSINESS

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

XIV. REPORTS ON FILE

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

XV. PUBLIC COMMENT

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

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

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

Tracy A. Brown, President

Thomas P. Murtaugh, Vice-President

David S. Byers, Member

ATTEST:

Robert A Plantenga, Auditor 5/4/2020



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

20 North Third Street
Lafayette, IN 47901

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

May 4, 2020

Tippecanoe County Commissioners

RE: Summer Hours

Dear Commissioners:

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

Recommend by:

Approved by:

Tippecanoe County Commissioners

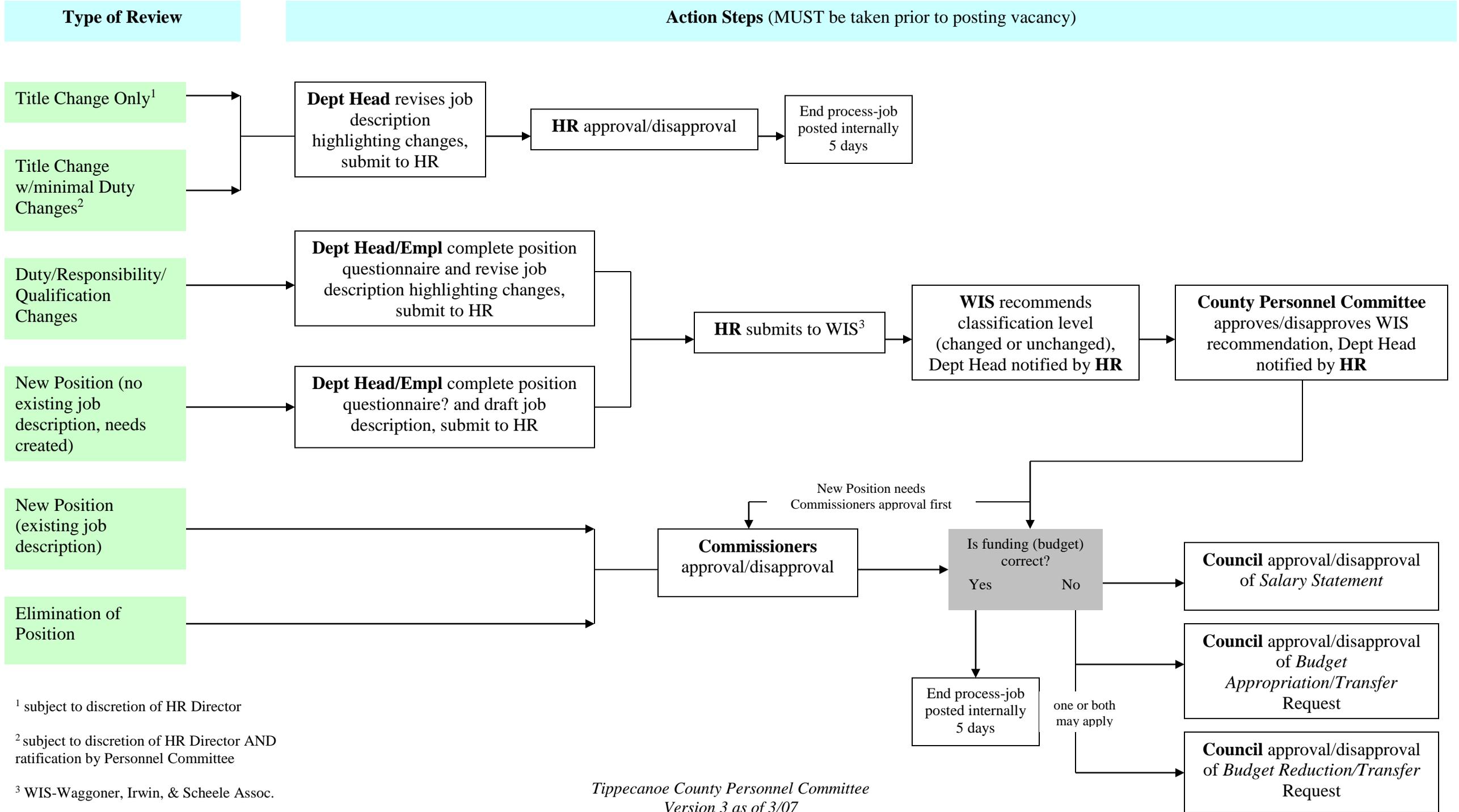
Stewart W. Kline
Executive Director,
Highway Department

Tracy A Brown

Thomas P Murtaugh

David S Byers

Position Review/Reclassification Process



¹ subject to discretion of HR Director

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

³ WIS-Waggoner, Irwin, & Scheele Assoc.

**POSITION DESCRIPTION
COUNTY OF TIPPECANOE, INDIANA**

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

DATE WRITTEN: August 1998

STATUS: Full-time

DATE REVISED: August 2015, April 2020

FLSA STATUS: Non-exempt

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

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

DUTIES:

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

Transmits and receives radio communication, including dispatching personnel.

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

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

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

Notifies Accounting Coordinator when account line requires a transfer.

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

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

Performs duties of Department personnel as needed.

Performs related duties as assigned.

I. JOB REQUIREMENTS AND DIFFICULTY OF WORK:

High school diploma or GED.

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

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

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

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

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

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

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

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

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

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

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

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

II. RESPONSIBILITY:

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

III. PERSONAL WORK RELATIONSHIPS:

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

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

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT:

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

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

APPLICANT/EMPLOYEE ACKNOWLEDGMENT

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

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

Applicant/Employee signature

Date

Print/Type name



AIA Document G701/CMa™ - 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): 885-Fairground Renovations 1406 Teal Rd. Lafayette, IN 47905	CHANGE ORDER NUMBER: BP4 885-005 INITIATION DATE: 4/14/20	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Davidson Excavating 5533 S. 800 W. Russiaville, IN 46979	PROJECT NUMBERS: 885 / 885 CONTRACT DATE: August 22, 2019 CONTRACT FOR: 4S-Excavation and Sitework	

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-087

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

NO CHANGE TO CONTRACT SUM

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

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

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

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

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



AIA[®]

Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address):*

885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP3 885-004

INITIATION DATE: 4/20/2020

OWNER:

CONSTRUCTION MANAGER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR *(Name and address):*

Shepler Construction Company
720 Erie Avenue
Logansport, IN 46947

PROJECT NUMBERS: 885 / 885

CONTRACT DATE: March 18, 2019

CONTRACT FOR: 3A - PRE-ENGINEERED
METAL BUILDINGS

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-089

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

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

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

Freight **\$213.00**

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

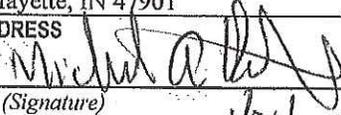
CHANGE ORDER BP3 885-004 (EWO 885-089)

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

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

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

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

Tecton Construction Management	NA
CONSTRUCTION MANAGER (<i>Firm name</i>)	ARCHITECT (<i>Firm name</i>)
102 North 3rd Street	NA
Suite 201	
Lafayette, IN 47901	
ADDRESS	ADDRESS
	
<i>BY (Signature)</i>	<i>BY (Signature)</i>
Mike Roberts	NA
(Typed name)	(Typed name)
DATE: 4/21/2020	DATE: NA

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

AIA[®] Document A132[™] – 2009

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

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

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

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

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

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

BID PACKAGE 5A Demolition Contract

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

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

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

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

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

CHA Design/Construction Solutions

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

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

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

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

The Owner and Contractor agree as follows.

Init.
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User Notes:

(3B9ADA4E)

TABLE OF ARTICLES

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

EXHIBIT A – DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Commencement: August 10, 2020

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

Init.

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User Notes:

(3B9ADA4E)

NA

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Substantial Completion: September 25, 2020

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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

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

ARTICLE 4 CONTRACT SUM

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

(Check the appropriate box.)

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

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

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

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

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Two Hundred Fifty-Eight THOUSAND Four HUNDRED DOLLARS and Zero CENTS (\$ 258,400.00), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

NA

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§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

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

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

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

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

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

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

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

§ 4.3.2 The Contractor's Fee:

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

NA

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

NA

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

NA

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

§ 4.3.6 Unit prices, if any:

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

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

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

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

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

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

NA

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

NA

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

NA

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

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

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

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

§ 4.4.7 Guaranteed Maximum Price

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

(Insert specific provisions if the Contractor is to participate in any savings.)

NA

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

NA

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

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

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

NA

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, ~~less retainage of percent ()~~; including only authorized and fully executed change order(s), less retainage of 10 percent (10%) for the first fifty percent (50%) of the contract and zero percent (0%) thereafter. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent ()~~; ten percent (10%) for the first fifty (50%) of the contract and zero percent (0%) thereafter;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

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

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

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

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

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

NA

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

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

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

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

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

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

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

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

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

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

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

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

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

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent (%). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

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

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

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

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

Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Litigation in a court of competent jurisdiction.

Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

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

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

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

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

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

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor’s Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

(Insert rate of interest agreed upon, if any.)

seven (7) % per annum

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

David Byers
20 N.Third Street
Lafayette, IN 47901
Telephone Number: (765) 423-9215
Fax Number: (765) 423-9196
Mobile Number: (765) 404-8908
Email Address: dbyers@tippecanoe.in.gov
Owners On-site Representative:

- Stacy Abernathy, Project Manager
- 102 North 3rd Street, Suite 201
- Lafayette, IN 47901

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- Telephone Number: 765-429-5232
- Fax Number: 765-429-5509
- Mobile Number: 765-237-1789
- Email Address: sabernathy@tectoncm.com

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

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

Email Address: rdenney@denneyex.com

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

§ 8.6 Other provisions:

NA

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

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

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

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

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>NA</u>			

§ 9.1.4 The Specifications:

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

"Tippecanoe County Fairgrounds – Improvement Project – Phases 2 & 3" dated July 8, 2019.

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

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

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<u>DIVISION</u>	<u>EQUIPMENT</u>	
<u>11</u>		
<u>111323</u>	<u>Portable Dock Equipment</u>	<u>2</u>
<u>116143</u>	<u>Stage Curtain</u>	<u>7</u>
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§ 9.1.5 The Drawings:

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

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

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E-201.2	<u>Electrical Power First Floor Plan – Area A</u>	<u>6/17/19</u>

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User Notes:

(3B9ADA4E)

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

§ 9.1.6 The Addenda, if any:

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

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

Init.

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

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

- .1 AIA Document A132™–2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

NA.

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

NA

- .4 Other documents, if any, listed below:

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

NA

ARTICLE 10 INSURANCE AND BONDS

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

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

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

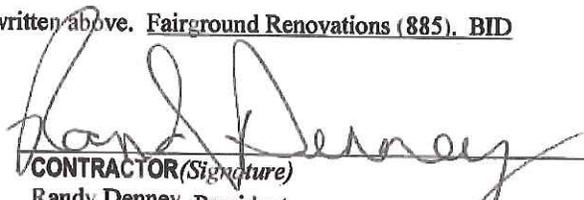
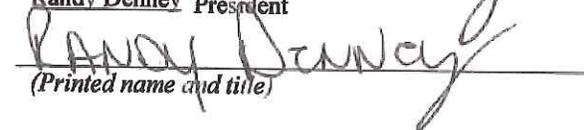
<u>INSURANCE REQUIREMENTS</u>	
<u>All Contractors will be required to provide up-to-date CERTIFICATES OF INSURANCE evidencing insurance as stated in the summary below. All Contractors will be required to add TECTON CONSTRUCTION MANAGEMENT (CONSTRUCTION MANAGER) and TIPPECANOE COUNTY BOARD OF COMMISSIONERS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

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

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

OWNER (Signature)
 David Byers, County Commissioner

 (Printed name and title)


CONTRACTOR (Signature)
 Randy Demey, President

 (Printed name and title)



AIA[®]

Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT <i>(Name and address):</i> 885-Fairground Renovations 1406 Teal Rd. Lafayette, IN 47905	CHANGE ORDER NUMBER: BP4 885-002 INITIATION DATE: 4/2/2020	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i> J. R. Kelly Company, Inc. 3450 Concord Road Lafayette, IN 47909	PROJECT NUMBERS: 885 / 885 CONTRACT DATE: August 20, 2019 CONTRACT FOR: 4A-Concrete	

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-084

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

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

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

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

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

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

Tecton Construction Management CONSTRUCTION MANAGER <i>(Firm name)</i> 102 North 3rd Street, Suite 201, Lafayette, IN 47901 ADDRESS	NA ARCHITECT <i>(Firm name)</i> NA ADDRESS
 BY <i>(Signature)</i> Mike Roberts <i>(Typed name)</i> DATE: 04/29/2020	NA BY <i>(Signature)</i> NA <i>(Typed name)</i> DATE: NA
J. R. Kelly Company, Inc. CONTRACTOR <i>(Firm name)</i> 3450 Concord Road, Lafayette, IN 47909 ADDRESS	Tippecanoe County Commissioners OWNER <i>(Firm name)</i> 20 N. Third Street, Lafayette, IN 47901 ADDRESS
 BY <i>(Signature)</i> Tim Brigham <i>(Typed name)</i> DATE: 4/28/2020	 BY <i>(Signature)</i> David Byers <i>(Typed name)</i> DATE:

Tecton Construction Management, Inc.

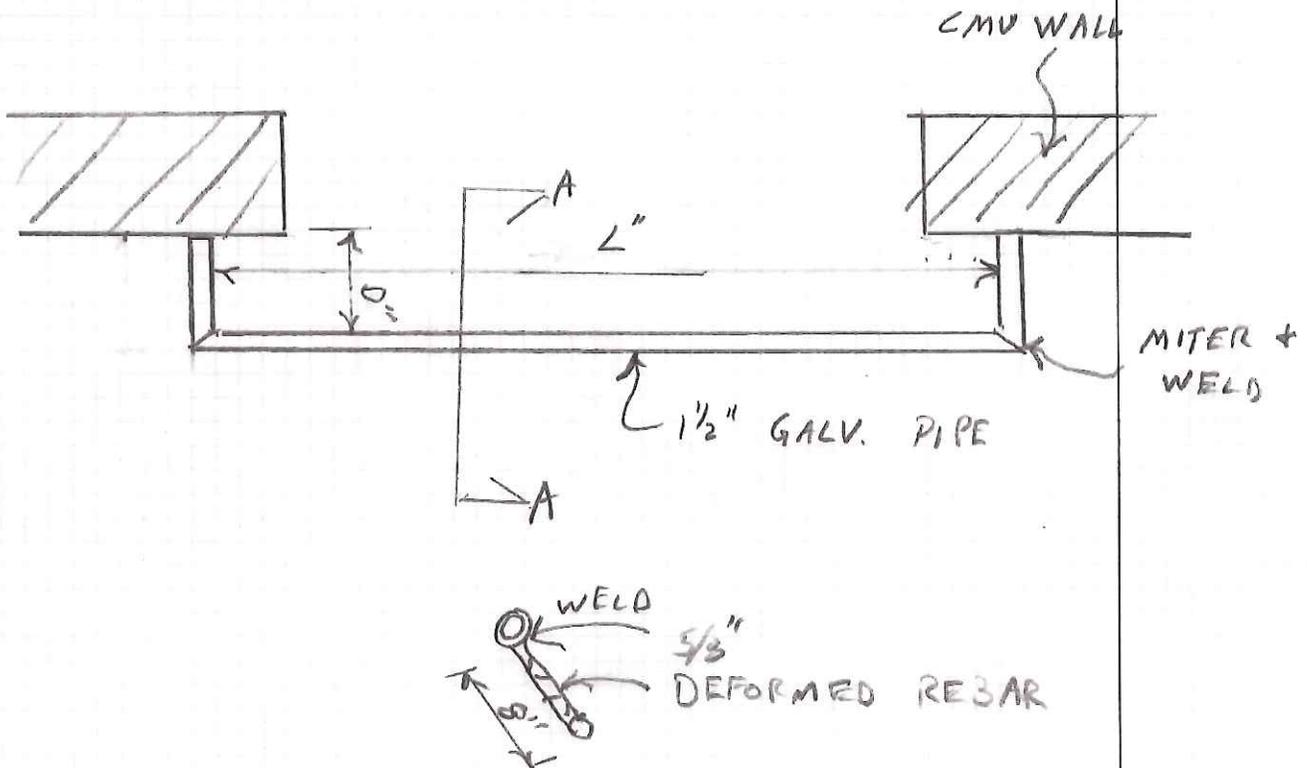
Date 3/12/20

Project 885 - COLISEUM

Sheet # _____

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

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





AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

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

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

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

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

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

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 899-002

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

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

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

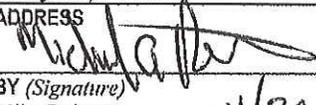
The Contract Time will be unchanged by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

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

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

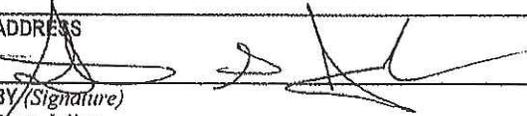
Tecton Construction Management, Inc.	NA
CONSTRUCTION MANAGER (Firm name)	ARCHITECT (Firm name)
102 North 3rd Street	NA
Suite 201	
Lafayette, IN 47901	

ADDRESS	ADDRESS
---------	---------

	
BY (Signature)	BY (Signature)
Mike Roberts	NA
(Typed name)	(Typed name)
DATE: 04/29/2020	DATE: NA

Central Indiana Glass & Glazing, Inc.	Tippecanoe County Commissioners
CONTRACTOR (Firm name)	OWNER (Firm name)
707 Farabee Court Lafayette, IN 47905	20 N. 3rd Street
	Lafayette, IN 47901

ADDRESS	ADDRESS
---------	---------

	
BY (Signature)	BY (Signature)
Steve Julian	Tracy Brown
(Typed name)	(Typed name)
DATE:	DATE: