

Tippecanoe County Board of Commissioners

Meeting
Monday, May 18, 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. PROCLAMATION

Bike Month & Bike to Work Day

Documents:

[AGENDA05182020PROCLAMATIONBIKEMONTHBIKETOWORKDAY.PDF](#)

III. APPROVAL OF MINUTES

Monday, May 4, 2020

Documents:

[AGENDA05182020MINUTESFROM05042020.PDF](#)

IV. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

V. PRESENTATION OF PAYROLL- PAULA BENNETT

VI. DIRECTIVE CONCERNING EMERGENCY STAY HOME PAY

Update

Documents:

[AGENDA05182020DIRECTIVECONCERNINGEMERGENCYSTAYHOMEPAY.PDF](#)

VII. GRANT(S)- AMANDA BALSER

Documents:

[AGENDA05182020GRANTSINDIANASTATEDEPHEALTH.PDF](#)

VIII. RESOLUTION 2020-17-CM RURAL TRANSPORTATION

Authorizing Resolution Template
FTA Certifications & Assurances
Pass-through Agreement

Documents:

[AGENDA05182020RURALTRANSPORTATIONAUTHORIZINGRESOLUTIONTEMPLATE.PDF](#)
[AGENDA05182020RURALTRANSPORTATIONFTACERTIFICATIONSASSURANCES.PDF](#)
[AGENDA05182020RURALTRANSPORTATIONPASSTHROUGHAGREEMENT.PDF](#)

IX. CHANGE ORDER FOR COURTHOUSE 5TH FLOOR HVAC PROJECT

Documents:

[AGENDA05182020CHANGEORDERCOURTHOUSE5THFLOORHVAC.PDF](#)

X. AGREEMENT & CHANGE ORDERS FOR FAIRGROUNDS PROJECT

Documents:

[AGENDA05182020AGREEMENTFAIRGROUNDSPROJECT1.PDF](#)
[AGENDA05182020CHANGEORDERFAIRGROUNDSPROJECT2.PDF](#)
[AGENDA05182020CHANGEORDERFAIRGROUNDSPROJECT3.PDF](#)

XI. UNFINISHED/NEW BUSINESS

XII. REPORTS ON FILE

Clerk of the Circuit Court
Crystal Creek Boarding Kennel

Documents:

[AGENDA05182020REPORTSONFILECLERK.PDF](#)
[AGENDA05182020REPORTSONFILECRYSTALCREEKBOARDINGKENNEL.PDF](#)

XIII. PUBLIC COMMENT

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

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

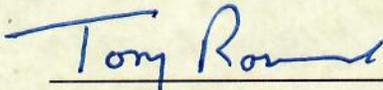
In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit www.tippecanoe.in.gov/ada

**Bike Month &
Bike to Work Day 2020
Proclamation**

- Whereas** For more than a century, the bicycle has been an important part of the lives of most Americans; and
- Whereas** Today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent way of gaining and maintaining fitness, and a means of promoting quality family recreation;
- Whereas** The education of both cyclists and motorists as to the rights of cyclists to the public roadways, and the responsibilities thereby assumed, are important to ensure the safety of both cyclists and motorists; and
- Whereas** Bicycle groups throughout our nation, state, and city are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities;
- Whereas** Greater Lafayette is a growing, thriving community with transportation and recreation demands;

NOW THEREFORE

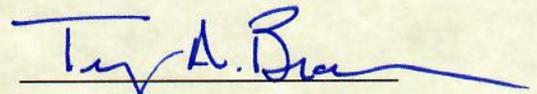
Tracy Brown, representing the Tippecanoe County Commissioners, Mayor Tony Roswarski and Mayor John Dennis, do hereby proclaim the month of May 2020 was **GREATER LAFAYETTE INDIANA BIKE MONTH**, and the day of September 22, 2020 as **GREATER LAFAYETTE INDIANA BIKE TO WORK DAY**, and command their observance to all citizens in the Greater Lafayette area.



Tony Roswarski, Mayor
City of Lafayette



John Dennis, Mayor
City of West Lafayette



Tracy Brown, Commissioner
Tippecanoe County

Tippecanoe County Board of Commissioners

Meeting Minutes

Monday, May 4, 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 remoted in, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary John Thomas.

- I. **PLEDGE OF ALLEGIANCE** – President Brown called the meeting to order and lead the Pledge of Allegiance
- II. **APPROVAL OF MINUTES** from Monday, April 20, 2020.
 - Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. Motion carried.
- III. **PRESENTATION OF ACCOUNTS PAYABLE** – Paula Bennett:

The claims from April 4, 2020 through May 4, 2020 were recommended for approval without exception.

 - Commissioner Byers moved to approve the Accounts Payable as presented, second by Commissioner Murtaugh. Motion carried.
- IV. **PRESENTATION OF PAYROLL** – Paula Bennett

The payroll from May 1, 2020 was recommended for approval without exception.

 - Commissioner Byers moved to approve the Payroll as presented, second by Commissioner Murtaugh. Motion carried.
- V. **HIGHWAY** – Stewart Kline presented and recommended:
 - A. Awarding of the bid for CR500N and CR50W Intersection Improvement Project to Reith Riley for \$1,055,384.50 with the \$140,000 Alternate bid reduction for closing the road.
 - Commissioner Murtaugh moved to award the contract as presented, second by Commissioner Byers. Motion carried.
 - B. Letter approving the Highway Maintenance Division Summer Hours of four 10-hour days from May 26 to September 14 to provide more efficient use of employee time.
 - Commissioner Murtaugh moved to approve the summer hours as presented, second by Commissioner Byers. Motion carried.
 - C. Staff position changes that combine two positions and create one new position. All are Commit 3 with no change in costs. The resulting two Administrative Assistance positions do not need to go through the Personnel Committee but will need to be approved by County Council.
 - Commissioner Murtaugh moved to approve the staff position change as presented, second by Commissioner Byers. Motion carried.
- VI. **HUMAN RESOURCES** – Shirley Mennen presented and recommended:
 - A. Agreement with Castlight and a new Service Order Form that is necessitated by internal changes from their being acquired by Anthem.
 - Commissioner Murtaugh moved to approve the contract and Form as presented, second by Commissioner Byers. Motion carried.

- B. Reciprocity Agreement for MASE Trust Clinics that allows Tippecanoe County employees to use health clinics in Crawfordsville, Monticello, Kentland and several other small communities and visa-versa. Commissioner Murtaugh ask how many would use the Tippecanoe County Clinic and Mrs. Mennen stated that she felt that most would use the clinic closest to their home.
- Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.

VII. GRANTS – Sharon Hutchison presented and recommended:

Permission to Apply for Grants:

- A. For the Circuit Court from the Indiana Supreme Court for Judge Persin's Veteran's Court in the amount of \$6,500 to continue the program.
- Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner Byers. Motion carried.
- B. For the Sheriff's Office from the US Department of Justice for approximately \$10,000 to purchase bullet proof vests.
- Commissioner Byers moved to approve applying for the grant as presented, second by Commissioner Murtaugh. Motion carried.
- C. For Community Corrections from the Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) from the Bureau of Justice Assistance for continuation of the current programs.
- Commissioner Murtaugh moved to approve applying for the grant as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

For the Health Department's COVID 19 program from CDBG funds in the amount of \$100,000 to pay for isolating and quarantine of some COVID 19 individuals.

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

VIII. FAIRGROUNDS PROJECT: Three Change Orders and One Agreement

- A. With Davidson Excavating to remove some stormwater lines from the contract for a deduction of \$17,757.
- Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.
- B. With Shepler Construction for new headers, sills and flashing in the amount of \$5,744.
- Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.
- C. With J.R.Kelly for increased cement around the overhead doors in the amount of \$2,699.
- Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.
- D. Agreement with Denny Excavating for demolition in the amount of \$258,400.
- Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

IX. CENTRAL OFFICES PROJECT (1950 S 18th Street, former YMCA) – Change Order:

With Central Indiana Glass to remove some exterior doors and glass from the contract for a deduction of \$4,500.

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

X. REPORTS ON FILE

-Tippecanoe County Building Commission

XI. UNFINISHED/NEW BUSINESS

Opening up of County Government Offices

Commissioner Murtaugh stated that the status quo has worked well, and this would be maintained through the week. The building will continue to be closed to the public with essential employees in the building and the remainder working from home.

Commissioner Brown stated that the Health Department recommended the County follow best practices, not let up too soon, keep the status quo, open slowly and in stages, have employees work remotely but still provide County services.

Commissioner Murtaugh stated that the Treasurer is accepting in person payments directly inside the front doors of the County Office Building from 8:00 to 4:30 through May 11.

Commissioner Byers encouraged employees to talk with their department head for direction.

Commissioner Murtaugh talked recently with Heather Maddox and she relayed that 60% of the households in Tippecanoe County had already completed the 2020 Census forms.

XII. PUBLIC COMMENT

John Thomas presented Amber Noll's County Extension Office update.

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

BOARD OF COMMISSIONERS OF
THE COUNTY OF TIPPECANOE

Tracy A. Brown, President

Thomas P. Murtaugh, Vice-President

David S. Byers, Member

ATTEST:

Robert A Plantenga, Auditor 5/18/2020

Minutes prepared by John Thomas, Recording Secretary

DIRECTIVE CONCERNING EMERGENCY STAY HOME PAY

This directive is being issued pursuant to Resolution 2020-10-CM concerning emergency stay home pay and updates and supersedes the Declaration Concerning Emergency Stay Home Pay dated March 24, 2020.

Resolution 2020-10-CM empowered the President of the Board of Commissioners to issue an emergency declaration requiring some or all County employees to refrain from coming to their work stations. On March 21, 2020, I issued a declaration of public health emergency determining that the COVID-19 pandemic presented a local disaster emergency within the meaning of IC 10-14-3-29. On March 23, 2020, the Governor of the State of Indiana issued Executive Order 20-08 concerning the COVID-19 public health emergency directing Hoosiers to stay at home except where leaving home was for essential activities. On May 1, 2020, the Governor updated the stay-at-home order with Executive Order 20-26 which began easing the stay at home directives.

Pursuant to the provisions of the above referenced authorities, I am issuing this updated directive concerning emergency stay home pay. Beginning with the Monday, May 18, 2020 work day, employees of Tippecanoe County shall no longer be eligible for emergency stay home pay. Beginning May 18, 2020, to receive compensation, employees shall, at the direction and discretion of their supervising Department Heads and supervising Elected Officials, work in person from their normal work stations, work remotely, or use some other form of paid time off such as vacation, sick leave, or the COVID-19 leave benefit (*See Revised Declaration Concerning COVID-19 Leave Benefit, approved April 20, 2020 and effective April 1, 2020*).

Dated this 14 day of May, 2020.



Tracy A. Brown, President
Tippecanoe County Board of Commissioners

The Directive by the President of the Tippecanoe County Board of Commissioners is hereby ratified by the Board of Commissioners of Tippecanoe County.

TIPPECANOE COUNTY BOARD OF COMMISSIONERS

Tracy A. Brown, President

Date

Thomas P. Murtaugh, Vice-President

Date

David S. Byers, Member

Date

ATTEST

Robert Plantenga, Auditor

Date



Eric J. Holcomb
Governor

Kristina Box, MD, FACOG
State Health Commissioner

May 5, 2020

Tippecanoe County Health Department
629 N. 6th St. Ste A
Lafayette, IN 47901

Dear Amanda Balsler:

Thank you for your proposal for immunization funds for the 2020-2021 fiscal year. After careful review, we have identified funds and are able to support your request in the amount of \$55000. We have submitted the request to start the contract with an expected start date of 7/01/2020. We look forward to working with you over this next grant period and know that great things will happen in Tippecanoe County.

I do apologize for the delay in getting the award notice sent to you. As many of you know, Kevin McCormack, Business Manager, retired as of April 3, 2020. This combined with the redirection of many Immunization Division staff to COVID-only activities, we are working hard to get everything covered for the next grant year. Until a replacement is hired for Kevin, please continue to send all invoices and quarterly reports to our generic invoicing mailbox at immunizationinvoicing@isdh.in.gov.

Thanks again for your proposal and the great work that you do. If you have any questions regarding the review of your application, the dollar being awarded or the terms of the contract, please do not hesitate to contact me or Jill King.

With kind regards,

Dave McCormick, Director
Immunization Division
317.233.7010 office
317.408.7438 mobile
317.233.3719 fax
dmccormick@isdh.in.gov

Jill King, Deputy Director
Immunization Division
317.233.8460 office
317.416.2351 mobile
317.972.0111
jiking@isdh.in.gov



2 North Meridian Street • Indianapolis, IN 46204
317.233.1325
www.statehealth.in.gov

To promote and provide
essential public health services.

AUTHORIZING RESOLUTION TEMPLATE

Resolution No. 2020-17CM

Resolution authorizing the filing of an application for a grant under Section 5311/5339 of the Federal Transit Act, as amended.

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital, operating and feasibility study assistance projects for nonurbanized public transportation systems under Section 5311 of the FTA Act of 1964, as amended.

WHEREAS, the Office of Transit, Indiana Department of Transportation (INDOT) has been designated by the Governor to make Section 5311/5339 grants for public transportation projects.

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of project costs.

NOW, THEREFORE, BE IT RESOLVED BY **Tippecanoe County**:

1. That **Thomas P. Murtaugh, Board of Commissioners** on behalf of **Tippecanoe County** is authorized to make the necessary assurances and certifications and be empowered to enter into an agreement with INDOT for the provision of rural public transportation services.
2. That **Area IV Agency on Aging and Community Action Programs, Inc** is authorized to execute and file an application on behalf of **Tippecanoe County** with the INDOT to aid in the financing of transit assistance projects pursuant to Section 5311 of the Federal Transit Act, as amended.
3. That **Area IV Agency on Aging and Community Action Programs, Inc** is authorized to furnish such additional information as INDOT may require in connection with the application.
4. That **Area IV Agency on Aging and Community Action Programs, Inc** is authorized to execute grant contract agreements on behalf of **Tippecanoe County**.

CERTIFICATE

The undersigned duly qualified and acting **Legal Advisor** of the **Tippecanoe County**, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of **Tippecanoe County** held on **05/18/2020**.

Signature of Recording Officer – Doug Masson
Tippecanoe County Attorney

Date

FTA CERTIFICATIONS and ASSURANCES

APPLICANTS MUST DOWNLOAD THE FOLLOWING DOCUMENT WITHIN THE APPROPRIATE SECTION OF THE ONLINE APPLICATION. SYSTEMS MUST COMPLETE THE LAST TWO PAGES, ONE OF WHICH IS THE SIGNATURE PAGE FOR AUTHORIZED OFFICIALS OF THE APPLICANT. UPON COMPLETION APPLICANTS MUST UPLOAD THE COMPLETED AND SIGNED DOCUMENTS TO THE APPROPRIATE SECTION OF THE ONLINE APPLICATION.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 C.F.R. Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 C.F.R. Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 C.F.R. Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 C.F.R. Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 C.F.R. Part 1201.
- (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
- (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances – Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 C.F.R. 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Part 200, particularly 2 C.F.R. §§ 200.317-200.326 "Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 C.F.R. Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 C.F.R. § 180.300. Additionally, each applicant must disclose any information required by 2 C.F.R. § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency.
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification.
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

The applicant certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), beginning on and after August 13, 2020, it will not use assistance awarded by FTA to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

Beginning on July 20, 2020, this certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 C.F.R. § 673.11(d). This certification is required by 49 C.F.R. § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

An applicant may make this certification only after fulfilling its safety planning requirements under 49 C.F.R. Part 673. If an applicant is making its fiscal year 2020 certifications prior to completing its requirements under 49 C.F.R. Part 673, it will make all other applicable certifications except this certification; the applicant may add this certification after it has fulfilled its requirements under 49 C.F.R. Part 673. FTA's regional offices and headquarters Office of Transit Safety and Oversight will provide support for incorporating this certification in 2020.

On and after July 20, 2020, FTA will not process an application from an applicant required to make this certification unless the applicant has made this certification.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 C.F.R. Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting-out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the state has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 C.F.R. § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 C.F.R. § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2020, Pub. L. 116-93, div. C, title VII, §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following

certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 C.F.R. § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 C.F.R. Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 C.F.R. § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 C.F.R. Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 C.F.R. § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 C.F.R. § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
- (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 C.F.R. § 605.11, the applicant agrees as follows:
- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 C.F.R. Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 C.F.R. § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 C.F.R. Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 C.F.R. Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 C.F.R. § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 C.F.R. Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601-609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants) or subsection (b) (competitive grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3) and (b)(6), respectively.

If the applicant, regardless of whether it is in an urbanized or rural area, will apply for an award under subsection (c) (low or no emission vehicle grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(c)(3).

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, this certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4).

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 C.F.R. Part 625.

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601-609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 C.F.R. § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 C.F.R. Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 C.F.R. §§ 659.43, 672.31, and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 C.F.R. part 659, "Rail Fixed Guideway Systems; State Safety Oversight";
- (b) Compliant with the requirements of 49 C.F.R. part 672, "Public Transportation Safety Certification Training Program"; and
- (c) Compliant with the requirements of 49 C.F.R. part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 C.F.R. Part 37, it must make the following certification. This certification is required by 49 C.F.R. § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the

Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CONSTRUCTION HIRING PREFERENCES.

If the applicant will ask FTA to approve the use of geographic, economic, or any other hiring preference not otherwise authorized by law on any contract or construction project to be assisted with an award from FTA, it must make the following certification. This certification is required by the Further Consolidated Appropriations Act, 2020, Pub. L. 116-94, div. H, title I, § 191.

The applicant certifies the following:

- (a) That except with respect to apprentices or trainees, a pool of readily available but unemployed individuals possessing the knowledge, skill, and ability to perform the work that the contract requires resides in the jurisdiction;
- (b) That the grant recipient will include appropriate provisions in its bid document ensuring that the contractor does not displace any of its existing employees in order to satisfy such hiring preference; and
- (c) That any increase in the cost of labor, training, or delays resulting from the use of such hiring preference does not delay or displace any transportation project in the applicable Statewide Transportation Improvement Program or Transportation Improvement Program.

CATEGORY 20. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway

public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

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**FEDERAL FISCAL YEAR 2020 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

The Applicant certifies to the applicable provisions of categories 01-20; X (mark with 'x')

or;

The Applicant certifies to the applicable provisions of the categories it has selected:

Category (mark all applicable provisions with 'x')

- 01 Certifications and Assurances Required
- 02 Public Transportation Agency Safety Plans
- 03 Tax Liability and Felony Convictions
- 04 Lobbying
- 05 Private Sector Protections
- 06 Transit Asset Management Plan
- 07 Rolling Stock Buy America Reviews and Bus Testing
- 08 Urbanized Area Formula Grants Program
- 09 Formula Grants for Rural Areas
- 10 Fixed Guideway Capital Investment Grants
- 11 Grants for Buses and Bus Facilities Programs
- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training Oversight
- 17 Demand Response Service
- 18 Interest and Financing Costs
- 19 Construction Hiring Preferences
- 20 Cybersecurity Certification for Rail Rolling Stock and Operations

FEDERAL FISCAL YEAR 2020 FTA CERTIFICATIONS AND ASSURANCES
(Required of all Applicants for federal assistance to be awarded by FTA in FY 2020)

AFFIRMATION OF APPLICANT

Name of the Applicant: **Tippecanoe County**

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2020, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks or may later seek federal assistance to be awarded during federal fiscal year 2020.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 5/18/2020

Name Thomas P. Murtaugh - Tippecanoe County Board of Commissioners Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

Tippecanoe County

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 5/18/2020

Name Doug Masson Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Pass-through Agreement

THIS AGREEMENT made this 18 day of May, 2020 among Tippecanoe County, acting through the county commissioners (hereinafter referred to as the "Applicant") and Area IV Agency on Aging and Community Action Programs, Inc a private nonprofit corporation, (hereinafter referred to as the "Service Provider"), by its duly authorized representative(s), whose mailing address is: 660 North 36th Street, Lafayette, IN 47903

WITNESSETH

WHEREAS, the Applicant has made application for the Operating and/or Capital Assistance Program under section 5311 of the Federal Transit Act with the Application incorporated and made a part of this Agreement.

WHEREAS, the goals of the Operating and Capital Assistance Programs are to enhance access to people in non-urbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment.

WHEREAS, the Service Provider has the expertise and desire to provide said transportation; and

WHEREAS, the Applicant has agreed by resolution, or such similar instrument, to subcontract with the Service Provider.

NOW THEREFORE, in consideration of the mutual promises and covenants herein set forth, the Applicant and Service Provider agree as follows:

SECTION I: Purpose

The purpose of this Agreement is to provide for the undertaking of rural public transportation services to the general public in and around **Tippecanoe County, Indiana**.

SECTION II: Project Implementation

The Service Provider agrees, based on the Grant Assistance provided, to undertake and complete the Project as filed with the approval of the Indiana Department of Transportation ("INDOT") and the Federal Transportation Administration ("FTA") in accordance with the terms and conditions of this Agreement.

SECTION III: Project Duration

The Service Provider shall commence activities associated with the Project from **01/01/2021 to 12/31/2021**, as described in the 5311/5339 Application and other required documents requested by FTA and INDOT.

SECTION IV: Level of Funding

Reimbursement to the Service Provider shall be through a cost reimbursement contract. These expenditure levels are contingent upon the necessary State and Federal funds to operate the Project. If State or Federal funding sources are not available and alternative funding cannot be obtained, the Project will be adjusted so as not to incur un-reimbursable expenses.

SECTION V: Eligible Project Expenditures

Project expenditures eligible for reimbursement under the Cost Reimbursement Contract are only for those expenditures which are eligible for Section 5311 reimbursement and are further identified in the budget form accompanying the Applicant's Application.

Federal Office of Budget and Management Circular 2 CFR 200 shall be used as guidance in establishing cost principals applicable to the grant.

SECTION VI: Reimbursement

Eligible Project costs will be reimbursed to the Service Provider by the Applicant on a quarterly basis and no later than 3-5 business days after the Applicant has received payment by INDOT.

SECTION VII: Financial Statement

The Service Provider shall submit to the Applicant, no less than 7 days prior, quarterly operating claims, capital claims, financial statements, records, and fiscal documents that are required for Applicant review and approval prior to submission of such documents to INDOT or FTA as may be deemed necessary. The quarterly reports shall include revenue and expense statements including a detailed report of expenses by budget category as identified in the Budget accompanying the Applicant's Application. Furthermore, the Service Provider shall attend no less than quarterly, commissioner or applicant governing board meetings in order to present, discuss, and answer any questions or concerns relevant to such financial claims and documents. Service Providers must also submit to the Applicant an annual certified audit performed by an independent Certified Public Accountant ("CPA"). The Service Provider shall develop and maintain financial reports which are necessary for the effective control and management of operations and shall maintain financial records required by funding sources in accordance with generally accepted accounting procedures.

SECTION VIII: Audit and Inspection

The Service Provider shall permit the Applicant, INDOT, FTA, or their authorized representative, to inspect all vehicles, facilities and equipment purchased by the Applicant, including those obtained through the Section 5311 Project, all transportation services rendered by the Service Provider by the use of such vehicles, facilities and equipment and all relevant Project data and records. The Service Provider shall also permit the above-named persons to the books, records and accounts of the Service Provider pertaining to the Project. Service Provider will be subject to audits and inspections at any time, and without notice if necessary, by the applicant, INDOT and FTA to ensure compliance of the Service Provider. Any overpayment to the Service Provider as determined by an audit must be immediately refunded to the Applicant.

SECTION IX: Use of Applicant's Equipment

Any vehicles, equipment or facilities purchased under the Section 5311/5339 Assistance Program and titled in the name of the Applicant, hereinafter referred to as "Capital Assets," are hereby leased to the Service Provider for an annual fee of \$1.00. The vehicles, equipment or facilities covered by this lease shall only be used by the Service Provider for the purpose of rural public transportation services. Any fares, fees or other proceeds, including leases or sub-lease obtained by the Service Provider, shall be

used in the performance of the transportation services and shall be reported quarterly to the Applicant. Any such proceeds shall be deducted from the monthly operating costs as allowed.

The Service Provider will maintain minimum levels of proper liability, collision, and property damage insurance for the service provided in conjunction with Indiana Insurance requirements required for for-hire transportation providers.

Upon the release of Capital Assets by FTA and INDOT, or in the event the Project is terminated, the Applicant will transfer ownership of any Capital Assets for which the Service Provider has provided the required local matching funds to the Service Provider.

SECTION X: Consultant Contracts

Contracts for consultant services in excess of \$10,000 must be submitted by the Service Provider for review and prior approval by the Applicant, INDOT and FTA. The Applicant and/or Service Provider will abide by the requirements of FTA Circular 4220.1F (Third Party Contracting Requirements) in procuring services.

SECTION XI: Project Monitoring and Evaluation Data

The Service Provider shall provide all data for the monitoring and evaluation of the Project as requested by the Applicant, INDOT and/or FTA. The Service Provider shall provide necessary information such as ridership, vehicle, hours of service, operations costs and revenues when such information is requested by the Applicant, INDOT and/or FTA.

SECTION XII: Changes in Project Scope or Budget

The Service Provider shall immediately notify the INDOT, FTA and the Applicant of any change in conditions, or of any event, which will adversely affect its ability to perform the Project in accordance with the provisions of this Agreement.

SECTION XIII: Labor Protection

Provisions of the Department of Labor Special Section 5333(b) Warranty signed by the Service Provider and the Applicant are hereby incorporated into this Agreement.

SECTION XIV: Equal Employment Opportunity

In connection with the execution of this Agreement, the Service Provider shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or national origin. The Service Provider shall take affirmative action to ensure the applicants are employed and treated fairly during their employment. Such action shall include, but not be limited to the following: employment, upgrade, demotion, or transfer, recruitment, or advertising, layoffs, or termination, rate of pay, or other forms of compensation; and selection for training including apprenticeship.

SECTION XV: Non-Discrimination

The Service Provider agrees that as a condition to the Agreement that no otherwise qualified disabled person shall, solely by reason of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, income status, or limited English proficiency, be excluded from participation in, be

denied, the benefits of, or otherwise be subjected to discrimination under this program or activity that receives or benefits from Federal financial assistance administered by the Applicant through funding by the United States Department of Transportation.

SECTION XVI: Civil Rights Act of 1964

The Service Provider shall comply with all requirements imposed under Title VI of the Civil Rights Act of 1964 (78 Stat. 252), as amended, and any and all regulations issued pursuant thereto (CFR Title 49, Subtitle A, Part 21).

SECTION XVII: Section 5311 Program Compliance

The Service Provider shall comply with all other assurances and regulation included in the Section 5311 Program as cited in the 5311/5339 Application.

SECTION XVIII: Termination

The Applicant may, by written notice to the Service Provider, terminate the Project and cancel this Agreement.

SECTION XIX: Agreement Changes

Any proposed change in this Agreement must have the approval of both the Applicant and the Service Provider prior to becoming effective.

SECTION XX: Dispute

Any dispute concerning a question of fact in connection with purposes contained within this Agreement shall be referred to the Commissioner of INDOT, whose decision shall be final.

SECTION XXI: Responsibility for Claims and Liability

The Service Provider shall be responsible for and save harmless the Applicant for all damage to life and property due to activities of the Service Provider, its subcontractors, agents or employees, in connection with the execution of the Project.

SECTION XXII: Employment Eligibility Verification

All Indiana governmental employers are required to utilize E-Verify to verify the work eligibility of all employees hired after June 30, 2011. Additionally, all Indiana employers who have “public contracts for services” with a state agency or receive grants exceeding \$1000 from a state agency will also be required to participate in the E-Verify Program. The obligation for private employers will arise as a result of governmental employers (*i.e.* state agencies) being obligated to require recipients of public service contracts and grants in excess of \$1000 entered into after or renewed after June 30, 2011, to participate in E-Verify. In order to enroll in the E-Verify program contractors, grantees & sub-grantees may search www.everify.uscis.gov/enroll.

IN WITNESS WHEREOF, Area IV Agency on Aging and Community Action Programs, Inc and Tippecanoe County have caused this Agreement to be executed in their respective names.

EXECUTED THIS 18 DAY OF May, 2020

Date: _____

By: _____

Signature of Authorized Representative of Applicant – Thomas P. Murtaugh

Date: _____

By: _____

Signature of Authorized Service Provider Representative – Elva A. James

CERTIFICATION OF APPLICANT’S ATTORNEY

I affirm that to the best of my knowledge the Applicant and Service Provider are in total compliance with all items and conditions of the grant agreement executed between the Indiana Department of Transportation and the Applicant.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or threatened that might adversely affect the validity of these certifications and assurances or of the performances of the Project.

Furthermore, if I become aware of circumstances that change the accuracy of the foregoing statements, I will notify the Applicant, Service Provider and INDOT.

By: _____

Doug Masson – Attorney for Tippecanoe County

Date



AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address):*
901-Tippecanoe Court House 5th Floor
HVAC
301 Main Street
Lafayette, IN 47901

CHANGE ORDER NUMBER: 901-009
INITIATION DATE: 3/26/20

OWNER:
CONSTRUCTION MANAGER:
ARCHITECT:
CONTRACTOR:

TO CONTRACTOR *(Name and address):*
Quality Plumbing & Heating
120 East McKinley Street
PO Box 428
Bunker Hill, IN 46914

PROJECT NUMBERS: 901 / 901
CONTRACT DATE: April 22, 2019
CONTRACT FOR: 1A HVAC CSI 23 00 00

FIELD:
OTHER:

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 901-016

- Provide and install 2 KD frames and solid oak pre-finished doors along with hardware as specified.
- Provide and install sliding glass window and c-top.
- Provide and install access panel for Hvac accessibility for VAV unit.
- Fix wall that was out of level.

Total **INCREASE** for this Change Order:

\$11,199.00

CHANGE ORDER 901-009 (EWO 901-016)

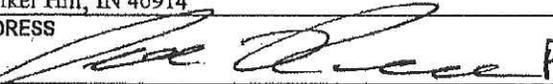
The original Contract Sum was	\$	607,000.00
Net change by previously authorized Change Orders	\$	75,435.79
The Contract Sum prior to this Change Order was	\$	682,435.79
The Contract Sum will be increased by this Change Order in the amount of	\$	11,199.00
The new Contract Sum including this Change Order will be	\$	693,634.79

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

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

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

Tecton Construction Management CONSTRUCTION MANAGER (Firm name) 102 North 3rd Street Suite 201 Lafayette, IN 47901 ADDRESS	NA ARCHITECT (Firm name) NA ADDRESS
BY (Signature)  Mike Roberts (Typed name) DATE: 5/6/2020	BY (Signature) NA (Typed name) DATE: NA

Quality Plumbing & Heating CONTRACTOR (Firm name) 120 East McKinley Street PO Box 428 Bunker Hill, IN 46914 ADDRESS	Tippecanoe County Commissioners OWNER (Firm name) 20 N. Third Street Lafayette, IN 47901 ADDRESS
BY (Signature)  Joe Rosinski (Typed name) DATE:	BY (Signature) David Byers (Typed name) 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)

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.

Init.

AIA Document A132[™] – 2009 (formerly A101[™] CMA – 1992). Copyright © 1975, 1980, 1992 and 2009 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 12:37:42 ET on 03/17/2020 under Order No. 9887942070 which expires on 02/17/2021, and is not for resale.

User Notes:

(3B9ADA52)

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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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 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:

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 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.)

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 Asphalt 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.)

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>
<u>Labor Rate</u>	<u>\$/Hour</u>	<u>See Attached Time & Materials Agreement</u>
<u>Mark Up on Material</u>	<u>Percentage</u>	<u>10%</u>
<u>Mark Up on Equipment Rental</u>	<u>Percentage</u>	<u>10%</u>
<u>Mark Up on SubContractors</u>	<u>Percentage</u>	<u>10%</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>Owner directed paving patches and ADA access paths.</u>	<u>\$10,000.00</u>
<u>Allowance references in Work Description Item 20.a.</u>	<u>Allowance to be applied at \$20/1" of depth/SF.</u>

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

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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.)

<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.)

Item
NA

Allowance

§ 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

Init.

- .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.

§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.

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.

§ 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
- 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
<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.

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>DIVISION 00</u>	<u>PROCUREMENT AND CONTRACT REQUIREMENTS</u> <u>Provided by Construction Manager</u>	
<u>DIVISION 01</u>	<u>GENERAL REQUIREMENTS</u>	

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

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096513	<u>Resilient Base and Accessories</u>	<u>5</u>
099000	<u>Painting</u>	<u>9</u>
DIVISION 10	<u>SPECIALTIES</u>	
101423.16	<u>Room Identification Panel Signage</u>	<u>5</u>
102239	<u>Folding Panel Partitions</u>	<u>8</u>
102600	<u>Wall and Door Protection</u>	<u>4</u>
102800	<u>Toilet, Bath, and Laundry Accessories</u>	<u>6</u>
104413	<u>Fire Protection Cabinets</u>	<u>5</u>
104416	<u>Fire Extinguishers</u>	<u>3</u>
105613	<u>Metal Storage Shelving</u>	<u>4</u>
DIVISION 11	<u>EQUIPMENT</u>	
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116143	<u>Stage Curtain</u>	<u>7</u>
116653	<u>Gymnasium Dividers</u>	<u>5</u>
DIVISION 12	<u>FURNISHINGS</u>	
122413	<u>Roller Window Shades</u>	<u>5</u>
123623.13	<u>Plastic-Laminate Countertops</u>	<u>4</u>
126613	<u>Telescoping Bleachers</u>	<u>14</u>
DIVISION 21	<u>FIRE SUPPRESSION</u>	
210000	<u>General Requirements for Fire Protection Systems</u>	<u>7</u>
210004	<u>Coordination with Other Trades</u>	<u>4</u>
210500	<u>Basic Fire Protection Materials and Methods</u>	<u>8</u>
210529	<u>Hangers, Supports, and Anchors</u>	<u>6</u>
211313	<u>Wet-Pipe Sprinkler System</u>	<u>9</u>
211316	<u>Dry-Pipe Sprinkler System</u>	<u>9</u>
DIVISION 22	<u>PLUMBING</u>	
220000	<u>General Requirements for Plumbing Systems</u>	<u>8</u>
220004	<u>Coordination with Other Trades</u>	<u>4</u>
220500	<u>Basic Plumbing Material and Methods</u>	<u>11</u>
220519	<u>Meters and Gages</u>	<u>5</u>
220523	<u>Valves</u>	<u>5</u>
220529	<u>Hangers, Supports, and Anchors</u>	<u>10</u>
220533	<u>Electrical Heat Tracing for Pipelines</u>	<u>2</u>
220700	<u>Plumbing Insulation</u>	<u>11</u>
221116	<u>Water Distribution Piping</u>	<u>6</u>
221119	<u>Plumbing Specialties</u>	<u>11</u>
221123	<u>Water Distribution Pumps</u>	<u>5</u>
221124	<u>Natural Gas Piping Systems</u>	<u>12</u>
221316	<u>Drainage and Vent Systems</u>	<u>7</u>
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223400	<u>Fuel-Fired Water Heaters</u>	<u>7</u>
224000	<u>Plumbing Fixtures</u>	<u>9</u>
DIVISION 23	<u>HEATING VENTILATING & AIR CONDITIONING</u>	
230000	<u>General Requirements for HVAC Systems</u>	<u>8</u>
230004	<u>Coordination with Other Trades</u>	<u>4</u>
230500	<u>Basic Mechanical Materials and Methods</u>	<u>10</u>
230519	<u>Meters and Gages</u>	<u>6</u>
230529	<u>Supports and Anchors</u>	<u>10</u>
230593	<u>Testing, Adjusting and Balancing</u>	<u>15</u>
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230800	<u>FL Commissioning of HVAC</u>	<u>5</u>
230900	<u>Instrumentation and Control for HVAC</u>	<u>17</u>
230993	<u>Sequence of Operation</u>	<u>4</u>
232300	<u>Refrigerant Piping</u>	<u>8</u>
232923	<u>Variable Frequency Drive for HVAC Motor Control</u>	<u>5</u>
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233300	<u>Duct Accessories</u>	<u>7</u>
233400	<u>Fans</u>	<u>6</u>
233713	<u>Diffusers, Registers, and Grilles</u>	<u>2</u>
237423	<u>Gas-Fired, Make-Up Air Unit</u>	<u>3</u>
237523	<u>Rooftop Heating and Cooling Units</u>	<u>6</u>
238126	<u>Ductless, Split-System Air Conditioners</u>	<u>4</u>
238200	<u>Terminal Units</u>	<u>4</u>
<u>DIVISION</u> <u>26</u>	<u>ELECTRICAL</u>	
260010	<u>Electrical Demolition</u>	<u>3</u>
260500	<u>Basic Electrical Requirements</u>	<u>7</u>
260501	<u>Basic Electrical Materials and Methods</u>	<u>6</u>
260519	<u>Building Wire and Cable</u>	<u>4</u>
260523	<u>Motor Power and Control Wiring</u>	<u>2</u>
260526	<u>Grounding and Bonding for Electrical Systems</u>	<u>7</u>
260529	<u>Hangers and Supports for Electrical Systems</u>	<u>6</u>
260533	<u>Raceways and Boxes for Electrical Systems</u>	<u>12</u>
260536	<u>Cable Trays for Electrical Systems</u>	<u>8</u>
260553	<u>Electrical Identification</u>	<u>3</u>
260573-13	<u>Overcurrent Protective Device Short-Circuit Study</u>	<u>5</u>
260573-16	<u>Overcurrent Protective Device Coordination Study</u>	<u>9</u>
260583	<u>Equipment Connections</u>	<u>2</u>
260923	<u>Lighting Control Devices</u>	<u>9</u>
260943-16	<u>Addressable-Luminaire Lighting Controls</u>	<u>9</u>
262200	<u>Dry-Type Transformers</u>	<u>3</u>
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262416	<u>Panelboards and Circuit Breakers</u>	<u>4</u>
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262813	<u>Fuses</u>	<u>2</u>
262816	<u>Safety Switches</u>	<u>3</u>
262900	<u>Motor Controllers</u>	<u>9</u>
266119	<u>LED Interior Lighting</u>	<u>11</u>
265213	<u>Emergency and Exit Lighting</u>	<u>6</u>
265619	<u>LED Exterior Lighting</u>	<u>9</u>
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271100	<u>Communications Equipment Room Fittings</u>	<u>4</u>
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311000	Site Clearing	<u>5</u>
312000	Earth Moving	<u>6</u>
312305	Structure Excavation, Backfilling and Compaction	<u>7</u>
312333	Trenching and Backfilling	<u>7</u>
312500	Erosion and Sediment Control	<u>6</u>
DIVISION 32	EXTERIOR IMPROVEMENTS	
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321630	Concrete Sidewalks	<u>5</u>
321723	Pavement Marking	<u>2</u>
323113	Chain Link Fence and Gates	<u>8</u>
329113	Soil Preparation	<u>4</u>
329200	Turf and Grasses	<u>5</u>
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DIVISION 33	UTILITIES	
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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

<u>Number</u>	<u>Title</u>	<u>Date</u>
	<u>GENERAL</u>	
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
	<u>CIVIL</u>	
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
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<u>C-501.2</u>	<u>Construction Details</u>	<u>5/31/19</u>
<u>C-502.2</u>	<u>Construction Details</u>	<u>5/31/19</u>
<u>C-503.2</u>	<u>Construction Details</u>	<u>5/31/19</u>
<u>C-504.2</u>	<u>Construction Details</u>	<u>5/31/19</u>
<u>C-601.2</u>	<u>Landscape Plan</u>	<u>5/31/19</u>
<u>C-602.2</u>	<u>Landscape Plan</u>	<u>5/31/19</u>
<u>C-603.2</u>	<u>Landscape Plan & Details</u>	<u>5/31/19</u>
<u>C-604.2</u>	<u>Landscape Details</u>	<u>5/31/19</u>
<u>C-605.2</u>	<u>Landscape Details</u>	<u>5/31/19</u>
	<u>STRUCTURAL</u>	
<u>S-001.2</u>	<u>Structural Notes and Abbreviations</u>	<u>5/31/19</u>
<u>S101.2</u>	<u>Foundation Plan – Plan</u>	<u>5/31/19</u>
<u>S-102.2</u>	<u>Foundation Plan – Area A</u>	<u>5/31/19</u>
<u>S-103.2</u>	<u>Foundation Plan – Area B</u>	<u>5/31/19</u>
<u>S-104.2</u>	<u>Foundation Plan – Area C</u>	<u>5/31/19</u>
<u>S-105.2</u>	<u>Foundation Plan – Area D</u>	<u>5/31/19</u>
<u>S-401.2</u>	<u>Partial Foundation Plan</u>	<u>5/31/19</u>
<u>S-501.2</u>	<u>Pier Details</u>	<u>5/31/19</u>
<u>S-502.2</u>	<u>Concrete Sections and Details</u>	<u>5/31/19</u>
<u>S-503.2</u>	<u>Concrete Sections and Details</u>	<u>5/31/19</u>
<u>S-504.2</u>	<u>Concrete Sections and Details</u>	<u>5/31/19</u>
<u>S-701.2</u>	<u>Concrete Typical Details</u>	<u>5/31/19</u>
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<u>S-703.2</u>	<u>Masonry Typical Details</u>	<u>5/31/19</u>
	<u>ARCHITECTURAL</u>	
<u>A-001.2</u>	<u>Wall Types</u>	<u>6/17/19</u>
<u>A-002.2</u>	<u>Life Safety Plan</u>	<u>6/17/19</u>
<u>A-101.2</u>	<u>First Floor Plan</u>	<u>6/17/19</u>
<u>A-102.2</u>	<u>Partial First Floor Plan – Area A</u>	<u>6/17/19</u>
<u>A103.2</u>	<u>Partial First Floor Plan – Area B</u>	<u>6/17/19</u>
<u>A-104.2</u>	<u>Partial First Floor Plan – Area C and Mezzanine Plan</u>	<u>6/17/19</u>
<u>A-105.2</u>	<u>Partial First Floor Plan – Area D</u>	<u>6/17/19</u>
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<u>A-107.2</u>	<u>First Floor Reflected Ceiling Plan</u>	<u>6/17/19</u>
<u>A-108.2</u>	<u>First Floor Finish Plan</u>	<u>6/17/19</u>
<u>A-109.2</u>	<u>First Floor Signage Plan</u>	<u>6/17/19</u>
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<u>A-403.2</u>	<u>Building Sections</u>	<u>6/17/19</u>
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<u>A-405.2</u>	<u>Wall Sections & Details</u>	<u>6/17/19</u>
<u>A-406.2</u>	<u>Wall Sections & Details</u>	<u>6/17/19</u>
<u>A-407.2</u>	<u>Partition Details</u>	<u>6/17/19</u>
<u>A-408.2</u>	<u>Plan Enlargements – Restrooms</u>	<u>6/17/19</u>
<u>A-409.2</u>	<u>Finish Details</u>	<u>6/17/19</u>
<u>A-410.2</u>	<u>Connector Structure Details</u>	<u>6/17/19</u>
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<u>A-412.2</u>	<u>Canopy Details</u>	<u>6/17/19</u>
<u>A-413.2</u>	<u>Canopy Details</u>	<u>6/17/19</u>
<u>A-501.2</u>	<u>Door Schedule & Details</u>	<u>6/17/19</u>
<u>A-502.2</u>	<u>Storefront Details</u>	<u>6/17/19</u>
<u>A-503.2</u>	<u>Room Finish Schedule & Material Finish Legend</u>	<u>6/17/19</u>
<u>A-901.2</u>	<u>Perspectives</u>	<u>6/17/19</u>
<u>A-902.2</u>	<u>Interior Perspectives</u>	<u>6/17/19</u>
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<u>FP-001.2</u>	<u>Legend, Abbreviations and Symbols</u>	<u>6/17/19</u>
<u>FP-101.2</u>	<u>First Floor Fire Protection Plan</u>	<u>6/17/19</u>
<u>FP-102.2</u>	<u>Partial First Floor Fire Protection Plan – Area A</u>	<u>6/17/19</u>
<u>FP-103.2</u>	<u>Partial First Floor Fire Protection Plan – Area B</u>	<u>6/17/19</u>
<u>FP-104.2</u>	<u>Partial First Floor Fire Protection Plan – Area C</u>	<u>6/7/19</u>
<u>FP-105.2</u>	<u>Partial First Floor Fire Protection Plan – Area D</u>	<u>6/17/19</u>
<u>FP-601.2</u>	<u>Fire Protection Details and Schedules</u>	<u>6/17/19</u>
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<u>P-001.2</u>	<u>Legend, Abbreviations and Symbols</u>	<u>6/17/19</u>
<u>P-010.2</u>	<u>Overall Underground Plumbing Plan</u>	<u>6/17/19</u>
<u>P-011.2</u>	<u>Partial Underground Plumbing Plan – Area A</u>	<u>6/17/19</u>
<u>P-012.2</u>	<u>Partial Underground Plumbing Plan – Area B</u>	<u>6/17/19</u>
<u>P-013.2</u>	<u>Partial Underground Plumbing Plan – Area C</u>	<u>6/17/19</u>
<u>P-014.2</u>	<u>Partial Underground Plumbing Plan – Area D</u>	<u>6/17/19</u>
<u>P-101.2</u>	<u>Overall First Floor Sanitary and Vent Plumbing Plan</u>	<u>6/17/19</u>
<u>P-102.2</u>	<u>Partial First Floor Sanitary and Vent Plumbing Plan – Area A</u>	<u>6/17/19</u>
<u>P-103.2</u>	<u>Partial First Floor Sanitary and Vent Plumbing Plan – Area B</u>	<u>6/17/19</u>
<u>P-104.2</u>	<u>Partial First Floor Sanitary and Vent Plumbing Plan – Area C</u>	<u>6/17/19</u>
<u>P-105.2</u>	<u>Partial First Floor Sanitary and Vent Plumbing Plan – Area D</u>	<u>6/17/19</u>
<u>P-201.2</u>	<u>Overall First Floor Potable Plumbing Plan</u>	<u>6/17/19</u>
<u>P-202.2</u>	<u>Partial First Floor Potable Plumbing Plan – Area A</u>	<u>6/17/19</u>
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<u>P-204.2</u>	<u>Partial First Floor Potable Plumbing Plan – Area C</u>	<u>6/17/19</u>
<u>P-205.2</u>	<u>Partial First Floor Potable Plumbing Plan – Area D</u>	<u>6/17/19</u>
<u>P-301.2</u>	<u>Plumbing Roof Plan</u>	<u>6/17/19</u>
<u>P-302.2</u>	<u>Partial Plumbing Roof Plan – Area A</u>	<u>6/17/19</u>
<u>P-303.2</u>	<u>Partial Plumbing Roof Plan – Area B</u>	<u>6/17/19</u>
<u>P-304.2</u>	<u>Partial Plumbing Roof Plan – Area C</u>	<u>6/17/19</u>
<u>P-305.2</u>	<u>Partial Plumbing Roof Plan – Area D</u>	<u>6/17/19</u>
<u>P-401.2</u>	<u>Enlarged Plans</u>	<u>6/17/19</u>
<u>P-402.2</u>	<u>Enlarged Plans</u>	<u>6/17/19</u>
<u>P-403.2</u>	<u>Enlarged Kitchen Plans</u>	<u>6/17/19</u>
<u>P-501.2</u>	<u>Plumbing Sanitary Riser Diagrams</u>	<u>6/17/19</u>
<u>P-502.2</u>	<u>Plumbing Potable Riser Diagram</u>	<u>6/17/19</u>
<u>P-503.2</u>	<u>Plumbing Natural Gas Riser Diagram</u>	<u>6/17/19</u>
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<u>P-701.2</u>	<u>Plumbing Schedules</u>	<u>6/17/19</u>
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<u>M-101.2</u>	<u>First Floor Mechanical Plan</u>	<u>6/17/19</u>
<u>M-102.2</u>	<u>Partial First Floor Mechanical Plan – Area A</u>	<u>6/17/19</u>
<u>M-103.2</u>	<u>Partial First Floor Mechanical Plan – Area B</u>	<u>6/17/19</u>
<u>M-104.2</u>	<u>Partial First Floor Mechanical Plan – Area C</u>	<u>6/17/19</u>
<u>M-105.2</u>	<u>Partial First Floor Mechanical Plan – Area D</u>	<u>6/17/19</u>
<u>M-106.2</u>	<u>Roof Mechanical Plan</u>	<u>6/17/19</u>
<u>M-107.2</u>	<u>Partial Roof Mechanical Plan – Area A</u>	<u>6/17/19</u>
<u>M-108.2</u>	<u>Partial Roof Mechanical Plan – Area B</u>	<u>6/17/19</u>
<u>M-109.2</u>	<u>Partial Roof Mechanical Plan – Area C</u>	<u>6/17/19</u>
<u>M-110.2</u>	<u>Partial Roof Mechanical Plan – Area D</u>	<u>6/17/19</u>
<u>M-601.2</u>	<u>Mechanical Details</u>	<u>6/17/19</u>
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<u>E-001.2</u>	<u>Legend, Abbreviations and Symbols</u>	<u>6/17/19</u>
<u>E-002.2</u>	<u>Electrical Demolition Site Plan</u>	<u>6/17/19</u>

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<u>E-003.2</u>	<u>Electrical Site Plan - West</u>	<u>6/17/19</u>
<u>E-004.2</u>	<u>Electrical Site Plan – East</u>	<u>6/17/19</u>
<u>E-005.2</u>	<u>Site Electrical Single Line Diagrams</u>	<u>6/17/19</u>
<u>E-100.2</u>	<u>Overall Building Plan</u>	<u>6/17/19</u>
<u>E-101.2</u>	<u>Electrical Lighting First Floor Plan – Area A</u>	<u>6/17/19</u>
<u>E-102.2</u>	<u>Electrical Lighting First Floor Plan – Area B</u>	<u>6/17/19</u>
<u>E-103.2</u>	<u>Electrical Lighting First Floor Plan – Area C</u>	<u>6/17/19</u>
<u>E-104.2</u>	<u>Electrical Lighting First Floor Plan – Area D and E</u>	<u>6/17/19</u>
<u>E-105.2</u>	<u>Electrical Mezzanine Lighting Plan</u>	<u>6/17/19</u>
<u>E-201.2</u>	<u>Electrical Power First Floor Plan – Area A</u>	<u>6/17/19</u>
<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:

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

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

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>	
<u>Summary:</u>	
<u>COMPREHENSIVE GENERAL LIABILITY:</u>	
<u>General Aggregate Limit (to apply per project)</u>	<u>\$2,000,000.00</u>
<u>Products and Completed Operations</u>	<u>\$2,000,000.00</u>
<u>Personal & Advertising Injury Limit</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence Limit</u>	<u>\$1,000,000.00</u>
<u>Medical Expense Limit</u>	<u>\$5,000.00</u>
<u>Show Owners and Tecton Construction Management, Inc. as additional insureds.</u>	
<u>WORKERS COMPENSATION</u>	
<u>State</u>	<u>Statutory</u>
<u>Employer's Liability</u>	
<u>Each Accident</u>	<u>\$500,000.00</u>
<u>Disease - Policy Limit</u>	<u>\$500,000.00</u>
<u>Disease - Each Employee</u>	<u>\$500,000.00</u>
<u>COMPREHENSIVE AUTOMOBILE LIABILITY:</u>	
<u>Each Accident - Combined Single Limit</u>	<u>\$1,000,000.00</u>
<u>(Coverage to apply to any auto including hired, borrowed, & non-owned automobiles.</u>	
<u>UMBRELLA EXCESS LIABILITY</u>	<u>\$1,000,000.00</u>

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.



MILESTONE CONTRACTORS, L.P.

Time & Material Work Agreement (See back for terms and conditions.)

MCLP #: _____

CUSTOMER NO.: _____

DATE: 03/02/20*885*

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)				LABOR	STRAIGHT TIME		TIME + 1/2		DBL. TIME		TOTAL (\$)
DESCRIPTION	HOURLY RATE	HOURS USED	TOTAL (\$)		RATE	HR	RATE	HR	RATE	HR	
ASPHALT PAVER 8'	\$230.00		\$0.00	LABORER	\$74.00		\$94.00		\$114.00		\$0.00
ASPHALT PAVER 10'	\$280.00		\$0.00	OPERATOR	\$97.00		\$127.00		\$156.00		\$0.00
DISTRIBUTOR	\$125.00		\$0.00	TEAMSTER	\$83.00		\$108.00		\$132.00		\$0.00
BACKHOE	\$70.00		\$0.00	CARPENTER	\$88.00		\$111.00		\$135.00		\$0.00
SCRAPER 613	\$145.00		\$0.00	MECHANIC	\$97.00		\$127.00		\$156.00		\$0.00
EXCAVATOR LARGE	\$225.00		\$0.00	FOREMAN	\$75.00		\$96.00		\$117.00		\$0.00
EXCAVATOR MEDIUM	\$155.00		\$0.00	SUPERINTENDENT	\$93.00		\$127.00		\$162.00		\$0.00
EXCAVATOR SMALL	\$97.50		\$0.00	HRLY SUPERINTENDE	\$95.00		\$126.00		\$157.00		\$0.00
DOZER MEDIUM	\$97.50		\$0.00	MATERIALS & SUPPLIES				QUANTITY	UNIT	PRICE (\$)	TOTAL (\$)
DOZER SMALL	\$85.00		\$0.00								\$0.00
GRADER LARGE	\$110.00		\$0.00								\$0.00
GRADER SMALL	\$60.00		\$0.00								\$0.00
RUBBER TIRE LOADER	\$98.00		\$0.00								\$0.00
WHEEL TRACTOR	\$65.00		\$0.00								\$0.00
STATIC ROLLER	\$45.00		\$0.00								\$0.00
ROLLER VIBRATORY ASPHALT	\$110.00		\$0.00								\$0.00
ROLLER VIBRATORY DIRT	\$85.00		\$0.00	TRUCKING CO.			HOURS	# OF TRUCKS	TOTAL (\$)		
ROLLER SHEEPSFOOT 815	\$155.00		\$0.00								\$0.00
LOWBOY TRACTOR & TRAILER	\$110.00		\$0.00								\$0.00
WATER TRUCK	\$85.00		\$0.00	SUBCONTRACTORS (Items of work performed)							TOTAL (\$)
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)										

Milestone Contractors, L.P.

Owners Authorized Representative

Time & Material #: _____

Total: \$0.00By: *Mark A. Nagle*

By: _____

Printed: MARK A. NAGLE

Printed: _____

Title: DIRECTOR OF ESTIMATING

Title: _____



AIA[®]

Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): 885-Fairground Renovations 1406 Teal Rd. Lafayette, IN 47905	CHANGE ORDER NUMBER: BP4 885-003 INITIATION DATE: 4/17/2020	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): J. R. Kelly Company, Inc. 3450 Concord Road Lafayette, IN 47909	PROJECT NUMBERS: 885 / 885 CONTRACT DATE: August 20, 2019 CONTRACT FOR: 4A-Concrete	

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-044

- Changes to excavation, concrete, reinforcing, and anchor bolts to accommodate CHA Design Information Bulletin No. 04 dated 09/20/19.

Subtotal for EWO 885-044: **\$7,652.00**

EWO 886-063

- Winter Weather Allowance Time and Material Tickets:
 - JRK Ticket #023374 **\$2,047.39**
 - JRK Ticket #023375 **\$848.74**
 - JRK Ticket #023376 **\$527.01**
 - JRK Ticket #023377 **\$1,047.30**
 - JRK Ticket #023378 **\$718.65**
 - JRK Ticket #21275 **\$1,914.84**
 - JRK Ticket #21277 **\$239.55**
 - JRK Ticket #21278 **\$167.99**
 - JRK Ticket #21281 **\$383.28**
 - JRK Ticket #023381 **\$431.19**
 - JRK Ticket #023382 **\$1,101.93**
 - JRK Ticket #21276 **\$191.64**
 - JRK Ticket #21279 **\$407.25**
 - JRK Ticket #21280 **\$574.92**
 - JRK Ticket #24049 **\$6,680.17**
 - Non Chloride Accel to 2/12/2020 **\$2,127.00**
- Subtotal **\$19,408.85**
- Deduct from Allowance **-\$6832.90**
- Remaining Subtotal **\$12,575.95**
- OHP **\$1,257.60**
- Bond **\$149.40**

Subtotal for EWO 885-063: **\$13,982.95**

EWO 885-073

- DEDUCT** to change from wet curing slabs-on-grade to integral E5 Cure Compound admixture.

Subtotal for EWO 885-073:

-<\$29,499.00>

EWO 885-088

- Winter Weather Concrete T&M Tickets: 24051, 24050, 24052, 24053, 24054, 24055, 24056, 24057, 24058.
- #2 Stone for Construction Access road (PR-008).

Subtotal for EWO 885-088:

\$20,896.00

Total INCREASE for this Change Order:

\$13,031.95

CHANGE ORDER BP4 885-003 (EWO 885: 44; 63; 73; 88)

The original Contract Sum was	\$	<u>1,888,000.00</u>
Net change by previously authorized Change Orders	\$	<u>5,173.00</u>
The Contract Sum prior to this Change Order was	\$	<u>1,893,173.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>13,031.95</u>
The new Contract Sum including this Change Order will be	\$	<u>1,906,204.95</u>

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

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

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

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

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

BY (Signature)	BY (Signature)
Mike Roberts	NA
(Typed name)	(Typed name)
DATE: 5/13/2020	DATE: NA

J. R. Kelly Company, Inc.	Tippecanoe County Commissioners
CONTRACTOR (Firm name)	OWNER (Firm name)
3450 Concord Road	20 N. Third Street
Lafayette, IN 47909	Lafayette, IN 47901
ADDRESS	ADDRESS

BY (Signature)	BY (Signature)
Tim Brigham	David Byers
(Typed name)	(Typed name)
DATE: 04-29-20	DATE:



AIA Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): 885-Fairground Renovations 1406 Teal Rd. Lafayette, IN 47905	CHANGE ORDER NUMBER: BP4 885-004 INITIATION DATE: 5/7/2020	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): J. R. Kelly Company, Inc. 3450 Concord Road Lafayette, IN 47909	PROJECT NUMBERS: 885 / 885 CONTRACT DATE: August 20, 2019 CONTRACT FOR: 4A-Concrete	

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-064

- Information Bulletin No. 7 thickened slab extension under bleachers.

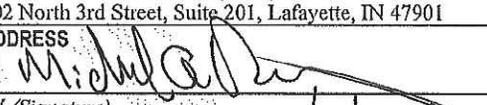
Total **INCREASE** for this Change Order: **\$7,197.00**

The original Contract Sum was	\$ 1,888,000.00
Net change by previously authorized Change Orders	\$ 18,204.95
The Contract Sum prior to this Change Order was	\$ 1,906,204.95
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,197.00
The new Contract Sum including this Change Order will be	\$ 1,913,401.95

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>	<u>NA</u>
CONSTRUCTION MANAGER (Firm name)	ARCHITECT (Firm name)
<u>102 North 3rd Street, Suite 201, Lafayette, IN 47901</u>	<u>NA</u>
ADDRESS	ADDRESS
	
BY (Signature)	BY (Signature)
<u>Mike Roberts</u>	<u>NA</u>
(Typed name)	(Typed name)
<u>05/12/2020</u>	<u>DATE: NA</u>
DATE:	
<u>J. R. Kelly Company, Inc.</u>	<u>Tippecanoe County Commissioners</u>
CONTRACTOR (Firm name)	OWNER (Firm name)
<u>3450 Concord Road, Lafayette, IN 47909</u>	<u>20 N. Third Street, Lafayette, IN 47901</u>
ADDRESS	ADDRESS
	
BY (Signature)	BY (Signature)
<u>Tim Brigham</u>	<u>David Byers</u>
(Typed name)	(Typed name)
<u>DATE:</u>	<u>DATE:</u>
<u>05-11-20</u>	

MONTHLY REPORT -- CLERK OF THE CIRCUIT COURT

Form No. 46-CR

Required by IC 33-32-3-6

MONTH ENDING April 30, 2020 (Clerk's Account) _____ County

CHARGES (Daily Balance Record and ISETS Daily Support Book)

1 Fees payable to the State	\$ 811,210.54
2 Fees payable to the County	\$ 87,803.88
3 Fees payable to city or town	\$ -
4 Trust funds	\$ 3,225,880.94
5 Support-ISETS	\$ 50,708.66
6 Judgment Collections	\$ 13,030.10
7 Cash on Hand	\$ -
8 Bank Fees	\$ -
9 Bank Acct Discrepancy & Converted Liability	\$ (190,650.90)
10 Unclaimed Funds & Refund	\$ 1,411.37
11 TOTAL CHARGES	<u>\$ 3,999,394.59</u>

CREDITS; (Daily Balance Record and ISETS Daily Support Book)

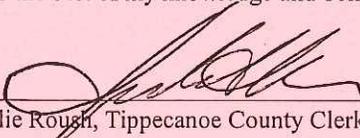
12 <u>Odyssey Bank Account</u>	BANK	\$ 2,609,862.30	
13 <u>Quest Bank Account</u>	BANK	\$ 6,877.48	
14 <u>Isets Bank Account</u>	BANK	\$ 50,126.34	
15 _____	BANK		
16 Subtotal: Daily Balance Record (46) (Lines 12 thru 15)		<u>\$ 2,666,866.12</u>	
17 ISETS Monthly Clerk's Support Record (246MCR)			
18 TOTAL DEPOSITORY BALANCES AS SHOWN BY RECORDS Lines 16 + 17			<u>\$ 2,666,866.12</u>
19 Investments on hand at close of business last day of month			\$1,331,609.64
20 Cash in office at close of business last day of month			\$ 600.00
21 TOTAL			<u>3,999,075.76</u>
22 Cash Short (Add)			<u>318.83</u>
23 Cash Long (Deduct)			
24 PROOF (Line 11)		<u>\$ 3,999,394.59</u>	<u>\$ 3,999,394.59</u>

DEPOSITORY RECONCILEMENT

25 Balance per Statement(s)	\$ 3,147,490.12	
Subtotal Depository Balances	<u>\$ 3,147,490.12</u>	
26 Deduct outstanding checks	\$ 559,579.90	
27 Net depository balance	<u>\$ 2,587,910.22</u>	
28 Deposits in transit (see list below)	\$ 34,447.06	
29 Bank fees	\$ 277.00	
30 INTEREST BEARING TRUST ACCOUNT	\$ -	
31 MISC RECONCILING ITEMS (See attached)	\$37,480.53	
32 Participant recoupments (short)	\$ 6,751.31	
33 Agency recoupments		
34 Balance in all depositories (line 18)	<u>\$ 2,666,866.12</u>	<u>\$ 2,666,866.12</u>
35 PROOF		<u>\$ -</u>

State of Indiana, Tippecanoe County: ss: I The undersigned Clerk of the Circuit Court in and for the aforesaid county and state, do hereby certify that the foregoing report is true and correct to the best of my knowledge and belief and as appears of record now on file in this office.

Dated this 7th of May, 2020


Julie Roush, Tippecanoe County Clerk

(SEAL)

1. Clerk: Retain WHITE copy
File 3 copies with Auditor

2. Auditor: File CANARY copy with County Board of Finance
File PINK copy with Board of County Commissioners
Transmit GOLDENROD copy to State Board of Accounts

FILED

MAY 11 2020


AUDITOR OF TIPPECANOE COUNTY

Crystal Creek Boarding Kennel
7109 Goldsberry Road
Battle Ground, IN 47920-9744

May 11, 2020
Board of Commissioners of Tippecanoe County
County Office Building
20 North Third Street
Lafayette, IN 47901-1214

REF: County animal control activity for March 2020

Attached are the animal control summary sheets for March. As of May 11, 2020, all animals were placed except 6 dogs and 20 cats. No animal was euthanized in March.

Thank you,

Bernard W. Wulle
Juanita Pollock
Owners, Crystal Creek Kennel

Month: March 2020 Monthly Report for Tippecanoe County Government

Date	Dogs Brought to Kennel					Cats Brought to Kennel					Return to Owner	
	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Animal Control	Humane Society	Owner Surrender	Public Stray	Sheriff's Office	Dogs	Cats
1												
2												
3												
4	2										1	
5								1	1			
6												
7												
8									4			
9					2							
10	1			1				1	1		1	
11					1							
12	2											
13	2								1		1	
14	2							3	2			
15									6			
16												
17												
18												
19	1			1								
20												
21												
22	1							1	1			
23								1				
24								1				
25												
26								1	1			
27												
28												
29												
30	2			1							2	
31												
Total	13	0	1	3	3	0	0	10	2	0	3	0
Total Dogs	20		Total Cats:	30		Total Dogs Returned:	3	Total Cats Returned:	0		0	