Tippecanoe County Board of Commissioners

Meeting
Monday, August 3, 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/UCJIeeA9ZQo9EllGdZTdjurQ/featured

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, July 20, 2020

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. HIGHWAY- STEWART KLINE

Payment Bond- Duncan Robertson Inc for $727,490.20 for Bridge #133 Replacement

Performance Bond- Duncan Robertson Inc for $727,490.20 for Bridge #133 Replacement

3 Year Construction Maintenance Bond- North Creek Properties Inc for $5,000 for 9020 Yorktown Street in Stockwell

Continuation Certificate- Indiana Gas Company Inc d/b/a Vectren Energy Delivery of Indiana Inc for $5,000

Continuation Certificate- United Telephone Company of Indiana Inc for $5,000 for work in all county right-of-way

Documents:

AGENDA08032020HIGHWAYPAYMENTBONDDUNCAN.PDF
AGENDA08032020HIGHWAYPERFORMANCEBONDDUNCAN.PDF
AGENDA08032020HIGHWAYMAINTENANCEBONDNORTHCREEK.PDF
AGENDA08032020HIGHWAYCONTINUATIONCERTIFICATEINDIANAGAS.PDF
AGENDA08032020HIGHWAYCONTINUATIONCERTIFICATEUNITEDTELEPHONE.PDF

VI. INFORMATION TECHNOLOGY- MAX WALLING

Information System User Agreement

Documents:

AGENDA08032020 IT STANDARDUSERAGREEMENTFORM.PDF

VII. HEALTH- DOUG MASSON

Memorandum of Understanding with Purdue University

VIII. GRANTS- SHARON HUTCHISON

IX. CHANGE ORDER FOR COURTHOUSE COURTROOM PROJECT

Brand Tech

Documents:

AGENDA08032020CHANGEORDERCOURTROOMPROJECTBRANDTECH.PDF

X. CHANGE ORDERS FOR FAIRGROUNDS PROJECT

J R Kelly
ESCO Communications

Documents:

AGENDA08032020CHANGEORDERFAIRGROUNDSJRKELLY.PDF
AGENDA08032020CHANGEORDERFAIRGROUNDSESCOCOMMUNICATIONS.PDF

XI. ADDITIONAL SERVICE AUTHORIZATION FOR CENTRAL OFFICES (FORMER YMCA)

Tecton

Documents:

AGENDA08032020SERVICEAUTHORIZATIONTECTON.PDF

XII. UNFINISHED/NEW BUSINESS

XIII. REPORTS ON FILE

Crystal Creek Boarding Kennel

Documents:

AGENDA08032020REPORTSONFILECRYSTALCREEKBOARDINGKENNEL.PDF

XIV. 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/ and 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

Bond No. 014219686

Liberty Mutual.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Duncan Robertson, Inc.
P.O. Box 457
Franklin, IN 46131

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
2200 Renaissance Boulevard, Ste. 400
King of Prussia, PA 19406-2755
Mailing Address for Notices
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Board of Commissioners of Tippecanoe County
20 North Third Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT
Date:

Amount: $ 727,490.20 Seven Hundred Twenty Seven Thousand Four Hundred Ninety Dollars and 20/100

Description:
(Name and location)

Tippecanoe County Bridge No. 133 Replacement

BOND
Date: July 6, 2020
(Not earlier than Construction Contract Date)

Amount: $ 727,490.20 Seven Hundred Twenty Seven Thousand Four Hundred Ninety Dollars and 20/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Duncan Robertson, Inc.

Signature:
Name and Title:

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Signature:
Name and Title: Lisa M. Parsley
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
AssuredPartners of Indiana, LLC
10401 N. Meridian St., Suite 300
Indianapolis, IN 46290
317-844-7759

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-2149/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

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

Liberty Mutual. SURETY

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

POWER OF ATTORNEY

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

Principal Name: Duncan Robertson, Inc.

Obligee Name: Board of Commissioners of Tippecanoe County

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

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

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of July 2020.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

The above **Payment Bond (Duncan Robertson, Inc.) (Bridge #133 Replacement)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

Bond No. 014219686

Liberty Mutual.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Duncan Robertson, Inc.
P.O. Box 457
Franklin, IN 46131

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
2202 Renaissance Boulevard, Ste. 400
King of Prussia, PA 19406-2755
Mailing Address for Notices
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Board of Commissioners of Tippecanoe County
20 North Third Street
Lafayette, IN 47901

CONSTRUCTION CONTRACT
Date:

Amount: $ 727,490.20 Seven Hundred Twenty Seven Thousand Four Hundred Ninety Dollars and 20/100

Description:
(Name and location)

Tippecanoe County Bridge No. 133 Replacement

BOND
Date: July 6, 2020
(Not earlier than Construction Contract Date)

Amount: $ $727,490.20 Seven Hundred Twenty Seven Thousand Four Hundred Ninety Dollars and 20/100

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Duncan Robertson, Inc.

Signature:
Name and Title: Michael D. Robertson
President

SURETY
Company: *(Corporate Seal)*
Liberty Mutual Insurance Company

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Signature:
Name and Title: Lisa M. Parsley
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
AssuredPartners of Indiana, LLC
10401 N. Meridian St., Suite 300
Indianapolis, IN 46290
317-844-7759

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

S-1852/AS 8/10

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- **.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- **.2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- **.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- **.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- **.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- **.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- **.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

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

Liberty Mutual. SURETY

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

POWER OF ATTORNEY

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

Principal Name: Duncan Robertson, Inc.

Obligee Name: Board of Commissioners of Tippecanoe County

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

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

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

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

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of July 2020.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS
THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE
WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

The above **Performance Bond (Duncan Robertson, Inc.) (Bridge #133 Replacement)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

CONSTRUCTION MAINTENANCEBOND BOND NO 94-C6-B782-5 F

KNOW ALL MEN BY THESE PRESENTS, that we, North Creek Properties, Inc. As Principal (hereinafter referred to as Principal), and State Farm Insurance as Surety, are held and firmly bound into the Board of Commissioners of the County of Tippecanoe in the State of Indiana, jointly and severly, in the sum of five Thousand + 00/100 Dollars ($5,000.00), in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, the Principal wishes to install the following on the right-of-way of 9020 Yorktown Street Stockwell, In. highway, located in Tippecanoe County, State of Indiana:

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

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

In witness whereof we have hereunto set our hands and seals this 13th day of July 2020.

Dan Hackleroad, President
(Certain Name of Principal Above)

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

PRINCIPAL:

State Farm Ins
(Insert Name of Surety)

By: Attorney-in-fact

Surety: Mike Stetter

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

_____
President

_____
Vice-President

_____
Member

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

ATTEST:

_____
Auditor of Tippecanoe County

POWER OF ATTORNEY
STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: _____

of **MIKE SHELTON** its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

$ 2,500	– License, Permit or Indemnity — Financial Guarantee	$100,000	– Administrator, Executor, or Trustee of a decendent's estate
$25,000	– License & Permit — Code Compliance	$50,000	– Guardian, Conservator, or Committee
$25,000	– Public Official	$25,000	– Receiver
		$ 2,500	– Judicial

THIS POWER OF ATTORNEY IS NOT VALID FOR THE EXECUTION OF ANY CONTRACT (CONSTRUCTION OR SUPPLY) BOND - BID, PERFORMANCE OR PAYMENT.

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 14th day of March, 2018, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

WHEREAS, the Board desires to delegate the authority to appoint persons as Attorneys-in-Fact for certain bonds, undertakings, or other writings obligatory in the nature of a bond.

RESOLVED, that any Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, or other writings obligatory in the nature of a bond, which the Company might execute through its officers. Any said execution of such documents by an Attorney-in Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by he regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Officer, and its Corporate Seal to be affixed this 14th day of March, 2018.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2021, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

STATE FARM FIRE AND CASUALTY COMPANY · CORPORATE SEAL · BLOOMINGTON, ILLINOIS

By: John R. Horton

John R. Horton - Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 14th day of March, 2018, before me personally came John R. Horton to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
Pamela Chancellor
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires August 30, 2021

Pamela Chancellor

Notary Public
My commission expires August 30, 2021

CERTIFICATE

I, the undersigned Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this 13 day of JULY, 2020.

STATE FARM FIRE AND CASUALTY COMPANY · CORPORATE SEAL · BLOOMINGTON, ILLINOIS

Julia Klinzing

Julia Klinzing- Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call 309-766-2090.

124061.12 (06-19-2018)

Continuation Certificate

Maintenance Bond for New and Existing Gas Lines

In consideration of premium charged,

Travelers Casualty and Surety Company of America, as surety, hereby continues in force

Bond No. 105764286

in the amount of Five Thousand and 00/100-----($5,000.00) DOLLARS

on behalf of Indiana Gas Company, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc., as Principal,

and in favor of Board of Commissioners of the County of Tippecanoe

20 North Third Street, Lafayette, IN 47901

for the period beginning June 30, 2020 and ending June 29, 2021

subject to all the terms and conditions of said bond;

PROVIDED that the liability of Travelers Casualty and Surety Company of America shall not exceed the amount above written, whether the loss shall have occurred during the term of said bond or during any continuation or continuations thereof, or partly during said term and partly during any continuation or continuations thereof.

Signed and Sealed July 16, 2020

Travelers Casualty and Surety Company of America

BY: _____
Richard Covington, Attorney-in-Fact

Bonding Agent:
McGriff Seibels & Willaims, Inc.
10100 Katy Frwy, Ste 400
Houston, TX 77043
Phone: 713-877-8975

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St.Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aulbert, Ashley Koletar, and Ryan J. Varela,** of **Houston, Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN. | TRAVELERS CASUALTY AND SURETY COMPANY HARTFORD, CONN. | ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of July, 2020

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN. | TRAVELERS CASUALTY AND SURETY COMPANY HARTFORD, CONN. | ST. PAUL FIRE AND MARINE INSURANCE COMPANY CORPORATE SEAL

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

The above **Maintenance Bond (Indiana Gas Co, Inc. d/b/a Vectren Energy Delivery of Indiana, Inc.)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

CONTINUATION CERTIFICATE

Westchester Fire Insurance Company , Surety upon

a certain Bond No. K08791351

dated effective January 23, 2013
(MONTH-DAY-YEAR)

on behalf of United Telephone Company of Indiana, Inc.
(PRINCIPAL)

and in favor of IN - Board of Commissioners County of Tippecanoe

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on January 23, 2020
(MONTH-DAY-YEAR)

and ending on January 23, 2021
(MONTH-DAY-YEAR)

Amount of bond $ 5,000

Description of bond Utility Maintenance Bond

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on July 20, 2020
(MONTH-DAY-YEAR)

Westchester Fire Insurance Company

By Stacy Killebrew
Stacy Killebrew , **Attorney-In-Fact**

S-0157/GEEF 11/99

CHUBB

Power of Attorney

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Kathleen K. Freund and Stacy Killebrew of Denver, Colorado ----------

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

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this **15th** day of **July, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **15th** day of **July, 2019**, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

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

Rose Curtis

Notary Public

CERTIFICATION

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

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

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

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

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

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

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

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

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

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

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this July 20, 2020

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

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

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

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

STANDARD MANDATORY NOTICE AND CONSENT PROVISIONS
FOR ALL COUNTY INFORMATION SYSTEM USER AGREEMENTS

The intent of this document is to provide notice that Tippecanoe County ("County") information systems are to be used for County purposes and are subject to inspection by County officials and are subject to various security protocols. County employees do not have an expectation of privacy with respect to information that falls outside the scope of their employment with the County.

By signing this document, you acknowledge and agree that when you access County information technology (IT) equipment (including any devices attached physically or wirelessly to this information equipment), you are accessing a system belonging to Tippecanoe County and supported by the Tippecanoe County Department of Information Technology ("Department"). The system is provided for Tippecanoe County Government use only and you consent to the following as conditions of accessing the system:

1. The County routinely intercepts and monitors communications on the information system for purposes including, but not limited to: penetration testing, communications security monitoring, network operations and defense, detection of personnel misconduct, law enforcement, and investigations.

2. The County may inspect and seize data stored on this information system at any time.

3. To ensure a more safe and secure information technology environment, the Department reserves the right to refuse support, installation, or network use of a product that has not been pre-approved by the appropriate staff member. A request for changes to the network must be submitted at least one week prior to the change.

4. Security measures (e.g. authentication and access controls) on the information system are intended for the benefit of County interests. Such measures should not be regarded as being intended for the personal benefit or privacy of the user.

5. You recognize that information on the system is subject to Indiana's Access to Public Records Act and may be disclosable to members of the public in response to a request for public records.

6. This agreement is not intended as a waiver of privilege with respect to communications or data protected by privileges related to personal representation or services provided by attorneys, psychotherapists, clergy, or their assistants. This non-waiver of privilege is, however, subject to the following:

a. Regardless of applicable privilege or confidentiality, the County may take such action as it deems necessary for communications security and for network administration, operation, protection, or defense.

b. All communications and data may be captured or intercepted by the Department for authorized purposes such as detection of personnel misconduct and law enforcement purposes. However, by consent to capture or interception of the communications or data,

the user does not otherwise consent to the use by the County or others of such privileged communications in personnel misconduct proceedings, law enforcement, investigations, or otherwise. The consent to capture or interception is not intended to negate any privilege or confidentiality that otherwise applies.

c. Whether any particular communication or data qualifies for privilege or confidentiality protections is to be determined by established legal standards and County policy. Users are encouraged to seek personal legal counsel on such matters prior to using a County information system if the user intends to rely on legal privilege or confidentiality protections.

d. Users should take reasonable steps to identify communications or data the user believes are entitled to such privilege or confidentiality protections. However, the user's identification or assertion of privilege or confidentiality protections does not create such protection where none otherwise exist.

e. A user's failure to take reasonable steps to identify communications or data entitled to privilege or confidentiality protections does not constitute a waiver if the privilege or protection otherwise exist under established legal standards and County policy. However, in such cases, the County is authorized to take reasonable actions as are necessary to identify whether the communications or data is entitled to privilege or protection. These actions by the County are not intended as a waiver to the applicable privilege or protection.

f. The measures outlined herein are intended to preserve any privacy, privilege and confidentiality protections conferred under established legal standards and County policy. The County shall take reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.

7. Unless the user is entitled to privilege or confidentiality protection as outlined above with respect to communications or data, the County may, at its sole discretion and in accordance with County Policy, elect to exercise the County's own privilege or discretion, as applicable, with respect to use or disclosure of such communications or data.

8. The provisions set forth herein apply regardless of whether the access or use of the information system includes the display of a Notice and Consent Banner. The Banner functions as a reminder of the provisions set forth herein and does not serve to modify these provisions. In the event of a conflict between a Banner and these provisions, the provisions set forth herein shall govern.

AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
903-Tippecanoe County Court Room Renovations
301 Main Street
Lafayette, IN 47901

CHANGE ORDER NUMBER: 903-001
INITIATION DATE: 7/15/2020

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

TO CONTRACTOR *(Name and address)*:
Proaudio by Brand (Brand Tech)
6274 East 375 South
Lafayette, IN 47905

PROJECT NUMBERS: 903 / 903
CONTRACT DATE: February 11, 2020
CONTRACT FOR: 2A-Audio-Visual

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 903-004

[] Add video input to the system from the judge's bench
12 video transmitters.

Total **INCREASE** for this Change Order: **$7,520.00**

The original Contract Sum was	$	499,000.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	499,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	7,520.00
The new Contract Sum including this Change Order will be	$	506,520.00

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

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

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

Tecton Construction Management, Inc.
CONSTRUCTION MANAGER *(Firm name)*
102 North 3rd Street, Suite 201, Lafayette, IN 47901
ADDRESS
BY *(Signature)*
Michael J. Witteveen
(Typed name) **DATE:** 7/20/2020

NA
ARCHITECT *(Firm name)*
NA
ADDRESS
BY *(Signature)*
NA
(Typed name) **DATE:** NA

Proaudio by Brand
CONTRACTOR *(Firm name)*
6274 East 375 South, Lafayette, IN 47905
ADDRESS
BY *(Signature)*
Jeff Brand
(Typed name) **DATE:** 7/17/2020

Tippecanoe County Board of Commissioners
OWNER *(Firm name)*
20 N. Third Street, Lafayette, IN 47901
ADDRESS
BY *(Signature)*
Tom Murtaugh
(Typed name) **DATE:**

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User Notes:
(3B9ADAC5)

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Change Order - Construction Manager-Adviser Edition

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

CHANGE ORDER NUMBER: BP4 885-005
INITIATION DATE: 7/15/2020

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

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 885-106

[] Time and Material work for cold weather concrete, column revisions at N.9/3.2, extra floor cleaning in Rooms 121, and 122, brick paver preparation, and mud slab for soil mitigation for footing at line C between 1.9 and 2.7.

[] Ticket numbers:2054 (partial), 24059, 24060, 24061, 24063, 24064, 24065.

Total **INCREASE** for this Change Order: **$9,170.00**

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User Notes:

(3B9ADAC2)

CHANGE ORDER BP4 885-005 (EWO 885-106)

The original Contract Sum was	$	1,888,000.00
Net change by previously authorized Change Orders	$	25,401.95
The Contract Sum prior to this Change Order was	$	1,913,401.95
The Contract Sum will be increased by this Change Order in the amount of	$	9,170.00
The new Contract Sum including this Change Order will be	$	1,922,571.95

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.

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street Suite 201 Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Mike Roberts 7/20/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
J. R. Kelly Company, Inc.	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
3450 Concord Road Lafayette, IN 47909	20 N.Third Street Lafayette, IN 47901
ADDRESS	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*
Tim Brigham 07-16-20	David Byers
(Typed name) **DATE:**	*(Typed name)* **DATE:**

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User Notes:

(3B9ADAC2)

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Change Order - Construction Manager-Adviser Edition

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

CHANGE ORDER NUMBER: BP4 885-001
INITIATION DATE: 7/15/2020

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

TO CONTRACTOR *(Name and address)*:
ESCO Communications
8940 Vincennes Circle
Indianapolis, IN 46266

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 22, 2019
CONTRACT FOR: 4P-Paging-Audio-Visual

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-097

Overview:

[] Two (2) Poles will be provided. Pole 1 will have three (3) Community R series speakers and Pole 2 will have one (1) Community R series speaker.

[] The Horse Barn will have (2) Small Horns mounted to the structure.

[] Cabling will route back to the existing PA Rack.

[] A New Amplifier will be provide to serve the new speakers.

[] The existing equipment will be re-configured to provide Audio paging to the new speakers. The speakers will all receive the same paging information as One paging Zone.

[] A separate Electrical Contractor will need to install raceway as needed including raceway up the poles to the speaker locations.

[] Surge protectors will be located at the equipment rack and installed on the speaker lines.

Scope of Work - New Era Technologies (ESCO Communications) will provide:

[] Cabling for Electrical Contractor to install to new Speakers (EC pricing not included).

[] Installation of speakers on poles and in Horse Barn (Poles provided and installed by others).

[] System drawings - Update to project As-builts and submittals.

[] System Configuration

[] One (1) year warranty

[] All labor provided during normal 7:00AM to 3:30PM business hours

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User Notes:

(3B9ADAC4)

Electrical Contractor or others will need to provide (Not included in our estimate):

[] Provide and install conduit if necessary – including raceway up pole to speaker locations.

[] Provide ground wires for surge protectors.

[] Install New Era provided speaker cable.

[] Provide and install Poles.

Total **INCREASE** for this Change Order: **$17,570.00**

CHANGE ORDER BP4 885-001 (EWO 885-097)

The original Contract Sum was	$	221,270.00
Net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	221,270.00 ✓
The Contract Sum will be increased by this Change Order in the amount of	$	17,570.00
The new Contract Sum including this Change Order will be	$	238,840.00

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

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

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

Tecton Construction Management	NA
CONSTRUCTION MANAGER *(Firm name)*	**ARCHITECT** *(Firm name)*
102 North 3rd Street Suite 201 Lafayette, IN 47901	NA
ADDRESS	**ADDRESS**
Michael A Roberts	
BY *(Signature)*	**BY** *(Signature)*
Mike Roberts 7/20/2020	NA
(Typed name) **DATE:**	*(Typed name)* **DATE:** NA
ESCO Communications	Tippecanoe County Commissioners
CONTRACTOR *(Firm name)*	**OWNER** *(Firm name)*
8940 Vincennes Circle Indianapolis, IN 46266	20 N.Third Street Lafayette, IN 47901
ADDRESS	**ADDRESS**
Michael Lowe	
BY *(Signature)*	**BY** *(Signature)*
Mike Lowe MICHAEL LOWE	David Byers
(Typed name) **DATE:** 7-15-20	*(Typed name)* **DATE:**

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User Notes: (3B9ADAC4)

BROWNING
DAY MULLINS
DIERDORF

Additional Service Authorization

Issue Date	July 6, 2020
Project Name	Tippecanoe County YMCA Renovation
Project No.	19I003
Initiated By	Katie Thompson
Contract Owner	Dennis Reagan, Tecton Construction Management
Contract Date	January 10, 2019
	This form authorizes Browning Day Mullins Dierdorf to provide services beyond those described as Basic Services in our Owner / Architect Agreement. Unless noted otherwise in the Agreement, no work will be done without receipt of this completed form with the signatures of those on the original Agreement. Work will then be performed under the terms of the Agreement.
Description	Owner requested Architecture, Mechanical, Electrical and Plumbing changes to the project documents for revised exit corridor, Structural consulting to include new exterior door and RTU locations.
Estimated	**Time: 40 hours** **Fee: $ 4,500**
Browning Day Authorization Signature	Tim Wise Principal / Executive Vice President
Owner Authorization Signature	Dennis Reagan / ~~President~~ Project Manager 7/24/2020 Date

Copied: Accounting

p:\2019\19003_tippecanoe county ymca building\admin\contracts\bdmd\add_svcs\drafts\asa_misc scope changes.docx

626 North Illinois Street, Indianapolis, Indiana 46204 - P: 317.635.5030 - F: 317.634.5409 – bdmd.com

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

June 9, 2020
Board of Commissioners of Tippecanoe County
County Office Building
20 North Third Street
Lafayette, IN 47901-1214

REF: County animal control activity for May 2020

Attached are the animal control summary sheets for May. As of June 9, 2020, all animals were placed except 12 dogs and 48 cats. No animal was euthanized in June.

Thank you,

Bernard W. Wulle
Juanita Pollock
Owners, Crystal Creek Kennel

Crystal Creek Boarding Kennel

Month: May 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								3	1			
4			1					1	1			
5									1			
6	1										1	
7								2				
8				1				2				
9				1	1							
10			2									
11									6			
12												
13	1								1		1	
14	2								1		1	
15								1				
16								2	2			
17					1				12			
18	1								1			
19												
20								1	1			
21	1											
22									1			
23					1			1	2			
24								3				
25								1	1			
26	1											
27												
28			1									
29									6			
30								5				
31												
Total	7	0	4	2	3	0	0	22	37	0	3	0
Total Dogs:		16	Total Cats:		59	Total Dogs Returned:		3	Total Cats Returned:		0	

From Crystal Creek Kennels 1.765.588.9995 Tue Jul 14 14:03:21 2020 MDT Page 2 of 3