CITY OF LAFAYETTE

Board of Public Works and Safety
Lafayette City Hall: Common Council Chambers
Caucus is Tuesday at 8:30AM in Board of Works room

Meeting: June 23, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. June 16, 2020

Documents:

06162020.pdf

BID OPENING

a. 18th And Central Drainage Improvement Project

BIDS UNDER ADVISEMENT

a. Utility Emergency Response Program For 2020-2021

NEW BUSINESS

Parks Department

a. Recommendation For Award-Loeb Stadium Video Display Board

Documents:

Recommendation for Award-Loeb Stadium Video Display Board.pdf

b. Contract-Loeb Stadium Video Display Board

Documents:

Contract-Loeb Stadium Video Display Board.pdf

c. Notice To Proceed-Loeb Stadium Video Display Board

Documents:

Notice to Proceed-Loeb Stadium Video Display Board.pdf

d. Change Order #1-Loeb Stadium Video Display Board

Documents:

Change Order 1-Loeb Stadium Video Display Board.pdf

e. Contract-Alt And Witzig For Engineering Testing And Inspection Services

Documents:

Contract-Alt and Witzig for Engineering Testing and Inspection Services.pdf

Lafayette Renew

a. Contract Extension With Merrell Brothers

Documents:

Merrell Brothers - 48 Month Extension.pdf

b. Change Order #1-Service Area 21 Water And Sewer Extension Project

Documents:

Change Order 1-Service Area 21.pdf

c. Amendment #1-Contract With Greeley And Hansen For Combined Sewer Overflow Long Term Control Plan Phase II-C

Documents:

Amendment 1-Combined Sewer Overflow.pdf

Water Works

a. Change Order #1-Teal Road Water Main Relocation

Documents:

Change Order 1-Teal Road Water Main Relocation.pdf

b. Change Order #2-Teal Road Water Main Relocation

Documents:

Change Order 2-Teal Road Water Main Relocation.pdf

c. Certificate Of Substantial Completion-Teal Road Water Main Relocation

Documents:

Certificate of Substantial Completion-Teal Road Water Main Relocation.pdf

Engineering

a. Change Order #3 (Contractor CO#3 & CO#4)-Wabash River Promenade

Documents:

Change Order 3-Wabash River Promenade.pdf

b. Change Order #2-Twyckenham Boulevard Construction

Documents:

Change Order 2-Twyckenham Blvd Construction.pdf

Purchasing

a. Declaration Of Surplus Property-Fire Department

Documents:

Surplus-Fire Department.pdf

CLAIMS

A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
June 16, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, June 16, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray, Amy Moulton, Ron Shriner and Norm Childress

Jacque Chosnek, 1st Deputy City Attorney, was also present.

President Henriott called the meeting to order.

The Pledge of Allegiance was given to the flag of our Country.

MINUTES

Mrs. Murray moved for approval of the minutes from the June 9, 2020 regular meeting. Mrs. Moulton seconded. Passed.

BID OPENING

Utility Emergency Response Program for 2020-2021

This being the time set to open bids for the Utility Emergency Response Program for 2020-2021 and the following bids were received and opened:

Milestone Contractors
Lafayette, Indiana

Atlas Excavating
West Lafayette, Indiana

Mr. Shriner moved to take the bids under advisement for further review. Mrs. Moulton seconded. Passed.

BIDS UNDER ADVISEMENT

Loeb Stadium-Video Display Board

President Henriott stated that this item will remain under advisement.

NEW BUSINESS

Engineering

Contract-Haggerty Pointe Storm Sewer Extension Project

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Contract for Haggerty Pointe Storm Sewer Extension Project with F&K Construction for the Base Bid only in the amount of $341,372.00. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Notice to Proceed-Haggerty Pointe Storm Sewer Extension Project

Mr. Grenard presented to the Board and recommended approval of a Notice to Proceed for Haggerty Pointe Storm Sewer Extension Project to begin on June 22, 2020. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Contract with EMCS-Bonlou Drive Traffic Signal Project

Mr. Grenard presented to the Board and recommended approval of a Contract with EMCS for the Bonlou Drive Traffic Signal Project. This project will design a traffic signal that will serve the new YMCA and other nearby businesses. The contract for engineering services is in the amount of $41,480.00. Mrs. Murray moved for approval. Mrs. Moulton seconded. Passed.

Economic Development

2020 Permanent Supportive Housing Rental Assistance Contract

Adam Murphy, Economic Development, presented to the Board and recommended approval of a Permanent Supportive Housing Rental Assistance Contract with the Indiana Housing and Community Development Authority. Mr. Murphy stated that the contract will provide continuance of rental assistance for 28 persons who are certified as chronically homeless with a co-existing disability, such as mental illness, substance abuse and/or HIV/AIDS. The contract sets aside $237,552.00 in rental assistance for the next year with additional administrative funding of $7,847.00. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

Purchasing

Vehicle Trade-In Authorization-Police Department

Dave Payne, Purchasing Manager, presented to the Board and recommended approval of a Vehicle Trade-In Authorization for the Police Department. The 2018 Ford Explorer INT VIN# 1FM5K8AR0JGC42934 CITY# 18-21 will be transferred to the insurance company as part of the settlement in a total loss crash. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

Declaration of Surplus Property-Fleet Maintenance

Mr. Payne presented to the Board and recommended approval of a Declaration of Surplus Property for Fleet Maintenance that includes Panasonic Toughbook Model# CF-30FTSAZAM Serial Number# AB0123456789 8AKSA05970. This item is no longer needed and will be listed on GovDeals.com. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Parks Department

Change Order #1-Penguin Exhibit Columbian Park Zoo

Claudine Laufman, Parks Superintendent, presented to the Board and recommended approval of Change Order #1 for the Penguin Exhibit at Columbian Park Zoo with Mattcon General Contractors. The change order includes several additions and deductions to the project with an overall addition in the amount of $7,360.10 which brings the revised contract amount to $2,706,360.10. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $2,463,699.15. President Henriott asked a question on Page 15 regarding the Kirby Risk invoice for Rockwell Automation Support Agreement. Mr. Clary stated that he would get clarification on that and get back with him. Mr. Childress moved for approval. Mrs. Murray seconded. Passed. Mrs. Moulton abstained.

Time: 9:14 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Gary Henriott s/s
President

ATTEST: Mindy Miller s/s
Mindy Miller, 1st Deputy Clerk

Minutes written by Mindy Miller, 1st Deputy Clerk
*A digital audio recording of this meeting is available in the Lafayette City Clerk's Office or online at http://www.lafayette.in.gov/agendacenter.
**A list of all permits issued for the preceding week is available at http://www.lafayette.in.gov/DocumentCenter/Index/375

Lafayette
PARKS & RECREATION

June 23, 2020

Board of Public Works and Safety
City of Lafayette

Re: Recommendation for Award
Loeb Stadium Project-Video Board

Dear Board Members:

We have reviewed the apparent low bid submitted for the referenced project. The apparent low bidder is Fair-Play Corporation with a bid in the amount of $512,198.00. Their bid was determined to be complete.

We recommend that the bid be awarded to Fair-Play Corporation in the amount of $512,198.00. The final completion date of this project is December 21, 2020.

Please find the attached summary of the bid, executed contracts and the Notice to Proceed.

Thank you for your consideration,

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent, Lafayette Parks and Recreation

1915 Scott Street Lafayette, Indiana 47904

AMERICAN
STRUCTUREPOINT
INC.

June 18, 2020

Ms Claudine Laufman
Lafayette Parks & Recreation Administrator

Claudine,

American Structurepoint has reviewed the bid response from FairPlay Corporation and believe that the systems that they are proposing meet the intent of the specification set forth. We have consulted with references they have provided and believe they would support their product in a timely manner and stand behind a quality installation.

Therefore, we recommend the acceptance and award of the Scoreboard package to FairPlay Corporation.

Please let me know if you have any further questions.

Regards,
American Structurepoint, Inc.

Dan McCloskey RA, CSI, CDT

AIA® Document A132™ – 2009

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

AGREEMENT made as of the 23rd day of June in the year two thousand twenty
(In words, indicate day, month and year.)

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

City of Lafayette, Indiana Board Public Works and Safety
20 North 6th Street
Lafayette, Indiana 47901

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

Bid Package #10 – Scoreboard
Fair-Play Corporation
6110 Aviator Drive
Hazelwood, Missouri 63042

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

Loeb Stadium
Main Street and Wallace Street
Lafayette, Indiana

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

Kettelhut Construction, Inc.
740 Sagamore Parkway South
Lafayette, Indiana 47905

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

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. ^AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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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.

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.)

Date set forth in the Notice to Proceed issued by the Owner

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:

N/A

§ 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.)

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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.)

ARTICLE 4 CONTRACT SUM

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

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

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

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

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

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be Five Hundred Twelve Thousand One Hundred Ninety Eight dollars ($ 512,198), 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.)

N/A

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

Item	Units and Limitations	Price per Unit ($0.00)
N/A	N/A	N/A

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

Item	Allowance

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(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

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:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the 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 last 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 forty-five (45) days 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 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.

§ 5.1.4.2 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 ten percent (10 %). 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 ten percent (10 %);

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

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

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

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (%) 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.)
In accordance with Article 9 Payments and Completion of the Contract, and per Section 00 08 00 Supplementary Conditions

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(Paragraphs deleted)

§ 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:

.4 In accordance with Article 9 Payments and Completion of the Contract and per Section 00 08 00 Supplementary Conditions

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect 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.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232–2009, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

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

[X] Litigation in a court of competent jurisdiction. Located in Tippecanoe County

[ ] 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;

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.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.)*

N/A

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

Mr. D. Alex Gonzalez
Kettelhut Construction, Inc.
740 Sagamore Parkway South
Lafayette, Indiana 47905

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

Mr. John Maeckle
Fair-Play Corporation
6110 Aviator Drive
Hazelwood, Missouri 63042

§ 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:

N/A

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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 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
Per the attached Appendix A			

(Row deleted)

§ 9.1.4 The Specifications:

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

Section	Title	Date	Pages
Per the attached Appendix A			

(Row deleted)

§ 9.1.5 The Drawings:

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

Number	Title	Date
Per the attached Appendix A		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Per the attached Appendix A		

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:

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

.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.)

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(1197684077)

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)
Performance and Payment Bonds	100% of Construction Amount
Contractor Liability Insurance	Per limits as set forth in Article 11 – Insurance and Bond of the Contract, and per Section 00 80 00 – Supplementary Conditions

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

SEE ATTACHED BOW SIGNATURE PAGE

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

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User Notes:

Approved by the Board of Public Works and Safety on the _____23rd___day of _____June_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _June 23, 2020_

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AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, *Construction Manager as Adviser Edition*

for the following PROJECT:
(Name, and location or address)

Loeb Stadium
Main Street and Wallace Street
Lafayette, Indiana

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Kettlehut Construction, Inc.
740 Sagamore Parkway South
Lafayette, Indiana 47905

THE OWNER:
(Name, legal status and address)

City of Lafayette, Indiana Board Public Works and Safety
20 North 6th Street
Lafayette, Indiana 47901

THE ARCHITECT:
(Name, legal status and address)

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, 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.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 The Work. The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 1.1.5 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

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portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction

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Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked

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and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager,

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Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general

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whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related

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documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change,

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and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

.1 The change in the Work;

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.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When

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both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and 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. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided

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in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of

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subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary

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liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall

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be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- **.4** construction or operations by the Owner or other Contractors.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured,

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shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB),encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

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ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or

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entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Boiler and Machinery Insurance. The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that

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the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work

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and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

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§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 Time Limits on Claims

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

§ 15.1.5 Claims for Additional Time

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5)

Init.

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advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 15.4.4 Consolidation or Joinder

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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PAGE 1

Loeb Stadium
Main Street and Wallace Street
Lafayette, Indiana

...

Kettlehut Construction, Inc.
740 Sagamore Parkway South
Lafayette, Indiana 47905

...

City of Lafayette, Indiana Board Public Works and Safety
20 North 6th Street
Lafayette, Indiana 47901

...

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

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NOTICE TO PROCEED

June 23, 2020

Fair-Play Corporation
6110 Aviator Drive
Hazelwood, MO 63042

RE: City of Lafayette – Loeb Stadium Video Board

You are hereby notified to commence work in accordance with the provisions of your contract dated June 23, 2020.

Official work days will begin on June 23, 2020 with a date of final completion of all work being December 21, 2020.

CITY OF LAFAYETTE, INDIANA
Board of Public Works and Safety

_____
President

_____
Member

_____
Member

_____
Member

_____
Member

Attest:

_____
Mindy Miller, Deputy Clerk

_____
DATE

Acceptance of Notice:
Receipt of the above Notice to Proceed is hereby acknowledged by

_____ _____
Fair-Play Corporation DATE

Lafayette
PARKS & RECREATION

June 23, 2020

Board of Public Works and Safety
City of Lafayette

Re: Change Order #1
Loeb Stadium Project- Video Board

Dear Board Members:

You have before you Change Order #1 for Fair-Play Corporation regarding the Loeb Stadium video board project.

We have identified the following upgrade change:

- Upgrade from a 16mm pixel resolution screen to a 10mm pixel resolution screen $70,149.00

Corporate discount:	$ 3,600.00
Total addition	$66,549.00

The original video board (24' x 43') has 366,624 pixels and 1,099,872 lamps. The upgraded video board (24'x 43') will have 1,018,377 pixels and 3,055,131 lamps. The increase in pixels and lamps will improve the resolution dramatically, resulting in a higher quality guest experience.

The total amount of Change Order #1 is $66,549.00 (addition). The original contract amount with Fair-Play Corporation is $512,198.00. The new amended contract total is $578,747.00.

The change order has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent, Lafayette Parks and Recreation

1915 Scott Street Lafayette, Indiana 47904

CHANGE ORDER

CONSTRUCTION MANAGER-ADVISER EDITION

Owner	☐
Construction Manager	☐
Architect	☐
Contractor	☐
Field	☐
Other	☐

PROJECT: *(Name and address)*	**Loeb Stadium** **Main Street and Wallace Street** **Lafayette, Indiana**	CHANGE ORDER NO.:	**BP-10**
		INITIATION DATE:	**June 23, 2019**
TO CONTRACTOR: *(Name and address)*	**Fair-Play Corporation** **6110 Aviator Drive** **Hazelwood, MO 63042**	PROJECT NOS.:	**6617**
		CONTRACT FOR:	**BP #10 - Scoreboard**
		CONTRACT DATE:	**June 23, 2019**

The Contract is changed as follows:

6617.053 **Upgrade specified scoreboard from 16mm Fair-Play DIP LED Display, 456 x 804 Pixel Matrix, 366,624 Pixels; 1,099,872 Total Lamps Total Dimensions: 24.93' High x 43.96' Wide** **$66,549.00**

Upgrade to 10mm Fair-Play DIP LED Display, 760 x 1340 Pixel Matrix, 1,018,377 Pixels; 3,055,131 Total Lamps Total Dimensions: 24.93' High x 43.96' Wide

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was.....	$	**512,198.00**
Net change by previously authorized Change Orders.....	$	**0.00**
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was.....	$	**512,198.00**
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order.....	$	**66,549.00**
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be.....	$	**578,747.00**
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by		**(0) days**
The dated 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.

Kettelhut Construction, Inc.
CONSTRUCTION MANAGER

740 Sagamore Parkway S., Lafayette, IN 47905
ADDRESS

BY June 23, 2020
DATE

American Structurepoint, Inc.
ARCHITECT

9025 River Road, Suite 200, Indianapolis, IN 46240
ADDRESS

BY 06.23.2020
DATE

Fair-Play Corporation
CONTRACTOR

6110 Aviator Drive, Hazelwood, MO 63042
ADDRESS

BY DATE

City of Lafayette, Indiana Board Public Works and Safety
OWNER

20 North 6th Street, Lafayette, IN 47901
ADDRESS

BY DATE

FAIR-PLAY

June 9, 2020

Mr. Jon Miner
Lafayette Parks and Recreation
1915 Scott Street
Lafayette, IN 47904

Re: LOEB Scoreboard Proposal, 10mm Upgrade

As per your request, Fair-Play is pleased to provide the following for your consideration

Original Bid:
16mm Fair-Play DIP LED Display, 456 x 804 Pixel Matrix, 366,624 Pixels; 1,099,872 Total Lamps
Total Dimensions: 24.93' High x 43.96' Wide

Total Price per RPF Submittal: $ 512,198.00

Upgrade to 10mm
10mm Fair-Play DIP LED Display, 760 x 1340 Pixel Matrix, 1,018,377 Pixels; 3,055,131 Total Lamps
Total Dimensions: 24.93' High x 43.96' Wide

Total Price with RFP:	$ 582,347.00
Total Cost Increase:	$ 70,149.00
Additional Discount for 10mm per John Hammock	($3,600.00)
Revised Total for 10mm with RFP	$ 578,747.00

All Other Items Detailed in RFP Documents are Included in Above Totals.
No Additional Changes to Line Items Are Need to Incorporate the Upgrade to a 10mm Display from the 16mm Unit Originally Specified in the Original Bid Documents.

Please do not hesitate to call me or John Hammock should you have any questions or need any clarification regarding the 10mm unit.

Regards

John Maeckle
National Sales Manager
Fair-Play Sports

June 23, 2020

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a contract for engineering testing and inspection services with Alt & Witzig Engineering, Inc. for the Carousel project. The major components of this contract include the following:

- Performing various quality control inspections and tests during the construction process.

- This scope includes, but is not limited to, concrete foundations, concrete slabs, backfill compaction, floor flatness, structural steel inspections, masonry, and hardscape concrete testing.

The cost estimate of this contract is $6,317.25 with work to begin on June 23, 2020 and anticipated completion in October 2020.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent
Lafayette Parks and Recreation

Alt & Witzig Engineering, Inc.
3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

Wednesday, June 17, 2020

Ms. Claudine Laufman, Superintendent
Lafayette Parks & Recreation
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Re: Columbian Park Phase 03
Carousel Project
Lafayette, Indiana
Proposal No. 20L023

Dear Claudine,

Pursuant to your request, Alt & Witzig Engineering, Inc., would like to furnish you with the applicable unit rates for the materials testing and inspection services required for the above referenced project.

It is proposed that our fee for the performance of any inspection or testing services be determined on a unit charge basis in accordance with the enclosed Schedule of Services and Fees for Construction Quality Control. Based on our review of project drawings, specifications, and preliminary construction schedule, we have estimated that the total cost of testing services for the Carousel base bid will be on the order of $6,317.25. Please note that this is only an estimate, and all services will be billed in accordance with the attached fee schedule.

Thank you for the opportunity to offer our services. We look forward to working with you on this project.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.

Michael T. Ash
Sr. Project Manager

Enclosures

Alt & Witzig Engineering, Inc.
3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

Alt & Witzig Engineering, Inc.
2020 Fee Schedule
Construction Materials Testing and Inspection

Professional Services	Unit Price	Unit
Senior Engineering Technician		
Regular Time	$ 33.25	Hour
Overtime	$ 49.85	Hour
Structural Steel/NDT Inspector, Level II		
Half-Day (up to 4 hours on-site)	$700.00	Half-Day
Full Day (4 to 8 hours on-site)	$1,350.00	Full-Day
Field Engineer	$ 61.75	Hour
Project Manager	$ 72.25	Hour
Sr. Project Manager	$104.50	Hour
Mileage	$ 0.66	Mile
Laboratory Testing Services	**Unit Price**	**Unit**
Concrete Cylinders, ASTM C 39	$ 10.15	Each
Standard Proctor (D698)	$159.00	Each
Modified Proctor (D1557)	$182.00	Each
Mortar Compressive Strength	$ 15.75	Each
Grout Compressive Strength	$ 15.75	Each
Sieve Analysis	$ 94.00	Each
Equipment Fees	**Unit Price**	**Unit**
Nuclear Density Machine	$ 57.65	Day
Housel Penetrometer	$ 25.50	Day
Asphalt Extraction	$158.00	Day
Ultrasonic Testing Meter	$ 79.00	Day
UT Couplant	$ 8.75	Day

NOTE: This is only a partial list of services offered by Alt & Witzig Engineering. Fees for other services are available upon request. *Field services are charged with a three (3) hour minimum for trips made to the site.* A one-day notice is preferred for scheduling field services. The regular time rates apply to work performed within eight (8) hours, during a normal workday. A normal day is from 7:00 a.m. - 6:00 p.m. excluding Saturdays, Sundays, and holidays. These charges have been established as guidelines and their applicability to a specific project should be confirmed with Alt & Witzig Engineering.

Alt & Witzig Engineering, Inc.
3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

COST ESTIMATE

Columbian Park Phase 03
Carousel Project
Lafayette, Indiana

BASE BID:

UTILITY BACKFILL TESTING:	Est. 2 Half-Days (4 hrs. on-site) @ $230 / Half-Day =	**$460.00**
FOUNDATIONS:	Est. 2 Half-Days (4 hrs. on-site) @ $210 / Half-Day =	**$420.00**
BACKFILL COMPACTION TESTING:	Est. 4 Half-Days (4 hrs. on-site) @ $230 / Day =	**$920.00**
CAROUSEL SLAB CONCRETE PLACEMENTS:	Est. 2 Half-Days (4 hrs. on-site) @ $155 / Half-Day =	**$310.00**
SITEWORK CONCRETE PLACEMENTS:	Est. 5 Half-Days (4 hrs. onsite) @ $155 / Half-Day =	**$775.00**
STRUCTURAL STEEL INSPECTIONS:	Est. 1 Half-Day (4 hrs. on-site) @ $700 / Half-Day =	**$700.00**
MASONRY OBSERVATIONS:	Est. 4 Half-Days (4 hrs. on-site) @ $348 / Half-Day =	**$1,392.00**
CONCRETE CYLINDERS:	Est. 55 Cyls. @ $10.15 / Ea. =	**$558.25**
MODIFIED PROCTOR:	Est. 2 @ $182 / Each =	**$364.00**
PROJECT MANAGEMENT:	Est. 4 Hrs. @ $104.50 / Hr. =	**$418.00**
BASE BID TOTAL COST ESTIMATE		**$6,317.25**

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – combined single limit of $2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of $2,000,000.

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution**. All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities**. Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify**. Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran**. Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy**. Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws**. The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work**. In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions**. The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice**. The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach**. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement**. The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extend they conflict with the terms of the Agreement.

18. **Non-Discrimination**. Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments**. The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law**. The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record**. The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

Alt & Witzig Engineering, Inc.
3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Memorial Island, Phase 3 – Carousel Building

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

Alt & Witzig Proposal # 20L023 Alt & Witzig Project # _____

APPROVAL & PAYMENT OF CHARGES – Invoices will be charged and mailed to the account of:

Firm Lafayette Parks & Recreation

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1500 Fax _____

PAYMENT TERMS: Net 30 days. All services are to be billed in accordance with the attached proposal. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone ( ) _____ Fax ( ) _____

SPECIAL PROVISIONS _____

Please note that Alt & Witzig Engineering, Inc. reserved the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This agreement together with Alt & Witzig Engineering's proposal and Unit Fee Schedule constitute the entire agreement between the client and Alt & Witzig Engineering, Inc. and supersedes all prior written or oral understandings.

PROPOSAL ACCEPTED BY: _____
TITLE: _____
DATE ACCEPTED: _____

CITY OF
LAFAYETTE

June 1, 2020

Board of Public Works and Safety
City of Lafayette
Lafayette, IN 47902

Dear Board Members:

The City's current liquid sludge land application hauling contract that we have with Merrell Brothers, Inc. has a 48 month extension option listed in the original specifications. The hauler and the City of Lafayette must mutually agree upon this extension, no later than six (6) months prior to the expiration date of the basic contract.

Merrell Brothers, Inc. formally notified the City of Lafayette of their desire to continue the contract to the completion of the 48 month extension.

Our current hauling and application rate is $30.32 per 1000 gallons along with a fuel surcharge rate currently of $0.007 per gallon.

Based on Merrell Brothers' job performance and fee structure I would recommend to the Board of Public Works and Safety that it is in the City of Lafayette's best interest to extend the contract with Merrell Brothers, Inc. for an additional 48 month period.

Sincerely,

Brad W. Talley
Superintendent, Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY

1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

NOTICE TO PROCEED

Date: _____

Merrell Brothers, Inc.
8811 W. 500 N.
Kokomo, IN 46901

PROJECT: City of Lafayette, Indiana
Hauling and Land Application of Liquid Digested Biosolids Materials

You are hereby notified to continue work in accordance with the Contract, dated June 22, 2004.

By: The Board of Public Works and Safety
CITY OF LAFAYETTE, INDIANA

_____
Gary Henriott, President

Attest: _____

_____
Date

ACCEPTANCE OF NOTICE
Receipt of the above Notice to Proceed is hereby acknowledged by:

Jerry Merrell
_____
Merrell Brothers, Inc.

5-11-2020
_____
Date

CITY OF
LAFAYETTE

June 18, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you Change Order No. 1 with Atlas Excavating, Inc. for the Service Area 21 Water and Sewer Extension project. The Change Order encompasses seven (7) Work Directive Changes (WDC) that have been agreed to by field staff. The majority of the contract sum increase addresses the Wildcat Creek crossing which had layers of highly compacted cobble that the original boring machine was unable to penetrate. The switch to a different machine was needed to complete the creek bore. Details of the WDC's may be found in the body of the Change Order. This Change Order for the project is an addition in the amount of $341,027.20 bringing the total to $4,644,970.20. I recommend this Change Order for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW

CONTRACT CHANGE ORDER

TO: **Nikki Hauser**
Atlas Excavating, Inc.
4740 Swisher Road
West Lafayette, IN 47906

CO No.: **01**
Date: **June 12, 2020**
Contract No.: **2018-048**
Project Name: **Service Area 21 – Water and Sewer Extension Phase 1**

I. You are directed to make the following changes in the Contract:

ITEM	AMOUNT	SCHEDULE (+) OR (-) DAYS
See Attachment A – Descriptions and Reasons for Contract Changes		
See Attachment B – WDCs no. 001 through 007		

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order:

RFP No.: NA **WDC No.: 001-007** **Other: NA**

The changes result in the following adjustment of the Contract Price and Contract Time:

Contract Sum prior to this Change Order:	$ **4,303,943.00**
Contract Sum will be increased by this Change Order:	$ **341,027.20**
New Contract Sum including this Change Order:	$ **4,644,970.20**

Contract Completion Dates Prior to this Change Order:	Substantial Completion Date: **August 16, 2020** Final Completion Date: **September 15, 2020**
Net increased/decreased resulting from this Change Order:	**0** Days to Substantial Completion Date **0** Days to Final Completion Date
Current Contract Completion Dates including this Change Order:	Substantial Completion Date: **August 16, 2020** Final Completion Date: **September 15, 2020**

This Change Order is for full and final settlement of all direct, indirect, delay and impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes Are Recommended: **Christopher B. Burke Engineering, LLC**	The Above Changes Are Accepted: **Atlas Excavating, Inc.**	The Above Changes Are Approved: **Lafayette Renew**
By:_____	By:_____	By: [signature]
Name: Louis Caito	Name: Nikki Hauser	Name: Brad Talley
Date:_____	Date:_____	Date: 6/17/2020

ATTACHMENT "A"

TO: **Nikki Hauser**
Atlas Excavating, Inc.
4740 Swisher Road
West Lafayette, IN 47906

CO No.: **01**
Date: **June 12, 2020**
Contract No.: **2018-048**
Project Name: **Service Area 21 – Water and Sewer Extension Phase 1**

Contract Changes:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
13	8"/6" Parallel Force Main – Native Backfill (WDC No. 7)	+157 LF	$68.00	+$10,676.00
18	8"/6" Parallel Force Main – Directional Drill on Railroad Property (WDC No. 7)	-157 LF	$219.00	-$34,383.00
22	Asphalt Drive Replacement Force Main (WDC No. 6)	-30 LF	$108.00	-$3,240.00
37	Asphalt Drive Replacement Water Main (WDC No. 6)	-235 LF	$108.00	-$25,380.00
38	Concrete Drive Replacement Water Main (WDC No. 6)	-20 LF	$288.00	-$5,760.00
40	Fire Hydrant Assemblies (WDC No. 1)	+ 1 EACH	$6,993.00	+$6,993.00
57	Additional MOT Signs and Wooden Placards Along Schuyler Ave. (WDC No. 2)	+1 LSUM	$1,568.70	+$1,568.70
58	2-Inch Pressure Relief and Sustaining Valve In Lieu of Pressure Relief Valve (WDC No.3)	+1 LSUM	$506.00	+$506.00
59	Removal of Boulder at Water Main Station 7+50 (WDC No. 4)	+1 LSUM	$1,352.40	+$1,352.40
60	Wildcat Creek Crossing Changes (WDC No. 5)	+1 LSUM	$334,032.00	+$334,032.00
61	T&M for Concrete Drive Replacement (WDC No. 6)	+1 LSUM	$5,977.00	+$5,977.00
62	T&M for Asphalt Drive Replacement (WDC No. 6)	+1 LSUM	$22,709.00	+$22,709.00
63	Milling and HMA Surface Installation – Schuyler Avenue (WDC No. 6)	+471.4 SY	$44.29	+$20,878.31
64	Cost Difference of 8"/6" C900 PVC vs. TR Flex DIP (WDC No. 7)	+1 LSUM	$5,097.79	+$5,097.79
			TOTAL	**$341,027.20**

ATTACHMENT "A" (CONTINUED)

Description and Reason for Contract Changes

Item 13 Increase, 8"/6" Parallel Force Main – Native Backfill (WDC No. 7): *S&SDB was not able to complete the portion of 8 and 6-inch TR flex DIP sanitary force mains between stations 0+00 and 1+57, within the Norfolk and Southern railroad property, utilizing directional boring. AEI proposed completing the remaining portions of the 8 and 6-inch TR flex DIP sanitary force mains utilizing open cut installation. The project team was able to gain approval from Norfolk and Southern to install the portions of 8 and 6-inch TR flex DIP sanitary force mains utilizing open cut methods between stations 0+00 and 1+57. AEI and Lafayette Renew agreed to use existing contract pay items 13, 18, and the force main material price differences of those items to cover the costs for the 8 and 6-inch TR flex DIP sanitary force main installation changes. The 8 and 6-inch TR flex DIP sanitary force main installation changes resulted in overall project savings.*

Item 18 Decrease, 8"/6" Parallel Force Main – Directional Drill on Railroad Property (WDC No. 7): *S&SDB was not able to complete the portion of 8 and 6-inch TR flex DIP sanitary force mains between stations 0+00 and 1+57, within the Norfolk and Southern railroad property, utilizing directional boring. AEI proposed completing the remaining portions of the 8 and 6-inch TR flex DIP sanitary force mains utilizing open cut installation. The project team was able to gain approval from Norfolk and Southern to install the portions of 8 and 6-inch TR flex DIP sanitary force mains utilizing open cut methods between stations 0+00 and 1+57. AEI and Lafayette Renew agreed to use existing contract pay items 13, 18, and the force main material price differences of those items to cover the costs for the 8 and 6-inch TR flex DIP sanitary force main installation changes. The 8 and 6-inch TR flex DIP sanitary force main installation changes resulted in overall project savings.*

Item 22 Decrease, Asphalt Drive Replacement Force Main (WDC No. 6): *The project team determined that drive approach and surface pavement restoration outside of the limits required by the original contract was necessary once construction along Schuyler Avenue was completed. Lafayette Renew requested AEI complete the asphalt drive approach replacement on a T&M basis and provide a credit for the original contract amount to ensure accurate compensation for the asphalt drive approach restoration.*

Item 37 Decrease, Asphalt Drive Replacement Water Main (WDC No. 6): *The project team determined that drive approach and surface pavement restoration outside of the limits required by the original contract was necessary once construction along Schuyler Avenue was completed. Lafayette Renew requested AEI complete the asphalt drive approach replacement on a T&M basis and provide a credit for the original contract amount to ensure accurate compensation for the asphalt drive approach restoration.*

Item 38 Decrease, Concrete Drive Replacement Water Main (WDC No. 6): *The project team determined that drive approach and surface pavement restoration outside of the limits required by the original contract was necessary once construction along Schuyler Avenue was completed. Lafayette Renew requested AEI complete the concrete drive approach replacement on a T&M basis and provide a credit for the original contract amount to ensure accurate compensation for the concrete drive approach restoration.*

Item 40 Increase, Fire Hydrant Assemblies (WDC No. 1): *Lafayette Water Works requested AEI install an additional fire hydrant to provide additional air release and fire suppression at approximate water main station 4+70.*

Added Item 57 Additional MOT Signs and Wooden Placards Along Schuyler Avenue (WDC No. 2): *The project team determined additional MOT signs and wooden placards were required for the Schuyler Avenue MOT to provide overall MOT efficiencies throughout the Schuyler Avenue lane restrictions.*

Added Item 58, 2-Inch Pressure Relief and Sustaining Valve In Lieu of Pressure Relief Valve (WDC No. 3): *Lafayette Water Works requested AEI install a pressure relief and sustaining valve in lieu of the originally designed pressure relief valve on the existing water main within the proposed 8'x12' pressure regulator valve vault. This additional cost is the difference in price of the valves.*

Added Item 59, Removal of Boulder at Water Main Station 7+50 (WDC No. 4): *S&S Directional Boring (S&SDB), AEI's subcontractor, was required to excavate and remove an approximate 3'x3'x4' boulder during the water main direction boring operation. The excavation and removal of the boulder also caused delays to the directional boring operation.*

Added Item 60, Wildcat Creek Crossing Changes (WDC No. 5): *S&SDB submitted an additional cost proposal to install the originally designed Wildcat Creek crossing sanitary and water utilities utilizing pneumatic hammer directional boring equipment after several failed attempts to bore the initial pilot hole using their largest boring machine, due to existing ground conditions. S&SDB advised the project team there is only an approximate 50% chance of the planned utilities being installed under the creek utilizing the proposed pneumatic hammer directional drill method, in their opinion. AEI investigated other contractors and Daystar Directional Drilling (DDD) proposed utilizing a Vermeer 220x300 S3 drill rig along with an American Augers M500PD mud cleaning system, and a Vermeer 80x100 rig trail drill. DDD was confident they could successfully complete the contract specified creek crossings based on the project teams' knowledge of the existing ground conditions. The project team determined DDD should be contracted to complete the Wildcat Creek utility crossings. This added item includes the credit adjustments to contract items no. 16 and 35.*

Added Item 61, T&M for Concrete Drive Replacement (WDC No. 6): *The project team determined that drive approach and surface pavement restoration outside of the limits required by the original contract was necessary once construction along Schuyler Avenue was completed. Lafayette Renew requested AEI complete the concrete drive approach replacement on a T&M basis and provide a credit for the original contract amount to ensure accurate compensation for the concrete drive approach restoration.*

Added Item 62, T&M for Asphalt Drive Replacement, (WDC No. 6): *The project team determined that drive approach and surface pavement restoration outside of the limits required by the original contract was necessary once construction along Schuyler Avenue was completed. Lafayette Renew requested AEI complete the asphalt drive approach replacement on a T&M basis and provide credits for the original contract amounts to ensure accurate compensation for the asphalt drive approach restoration.*

Added Item 63, Milling and HMA Surface Installation, (WDC No. 6): *The project team determined surface pavement restoration outside of the limits required by the original contract was necessary once construction along Schuyler Avenue was completed. AEI provided SY unit pricing for the milling and surface HMA restoration outside of the water and sanitary force main trench limits along Schuyler Avenue.*

Added Item 64, Cost Difference of 8"/6" C900 PVC vs. TR Flex DIP, (WDC No. 7): *S&SDB was not able to complete the portion of 8 and 6-inch TR flex DIP sanitary force mains between stations 0+00 and 1+57, within the Norfolk and Southern railroad property, utilizing directional boring. AEI proposed completing the remaining portions of the 8 and 6-inch TR flex DIP sanitary force mains utilizing open cut installation. The project team was able to gain approval from Norfolk and Southern to install the portions of 8 and 6-inch TR flex DIP sanitary force mains utilizing open cut methods between stations 0+00 and 1+57. AEI and Lafayette Renew agreed to use existing contract pay items 13, 18, and the force main material price differences of those items to cover the costs for the 8 and 6-inch TR flex DIP sanitary force main installation changes. The 8 and 6-inch TR flex DIP sanitary force main installation changes resulted in overall project savings.*

ATTACHMENT "B"

CITY OF
LAFAYETTE

WORK DIRECTIVE CHANGE

WDC No.:	001
Date:	12/3/19
Contract No.:	2018-048
Project Name:	Service Area 21 Water and Sewer Extension – Phase 1

TO: Nikki Hauser
Atlas Construction
4740 Swisher Road
West Lafayette, IN 47906

Specification Reference: 01045, 01150, 02200, 02221, and 15371

Drawing Reference: C701

Identification of Attachments: Atlas Excavating, Inc.'s correspondence dated November 26, 2019

DESCRIPTION OF WORK COVERED BY THIS CONSTRUCTION CHANGE DIRECTIVE:

Lafayette Water Works requested Atlas Excavating, Inc. (AEI) install an additional fire hydrant at approximate station 4+70. This work includes all added costs for labor, materials, and equipment to install the additional fire hydrant in accordance with the Contract Documents and the attached correspondence dated November 26, 2019.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
40	Fire Hydrant Assemblies	1 EACH	$6,993.00	$6,993.00
			TOTAL COST	$6,993.00

REASON FOR THIS ORDER: Lafayette Water Works requested AEI install an additional fire hydrant to provide additional air relief and fire suppression. The project team determined the fire hydrant should be installed at approximate station 4+70 to allow air release at the highest elevation of the water main between approximate stations 0+00 and 7+50. AEI incurred additional costs for the additional fire hydrant.

AUTHORIZATION:

THIS WORK CONSTRUCTION CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **$6,993.00** will be issued to the Contractor in the near future to cover this Work Directive Change.

CHANGES TO PROJECT COMPLETION DATES: UNCHANGED

CONTRACTOR: ATLAS EXCAVATING, INC.	OWNER: LAFAYETTE WATER WORKS
By: Nikki Hauser	By:
Its Duly Authorized Representative	Its Duly Authorized Representative
Nikki Hauser Project Manager	BRAD U TALLON SUPT LAFAYETTE RENEW
Printed Name and Title	Printed Name and Title

Louis Caito

From: Tony Kinsler <tonyk@atlasexcavating.com>
Sent: Tuesday, November 26, 2019 10:37 AM
To: Louis Caito
Subject: Fwd: Fire hydrant

Sent from my iPhone

Begin forwarded message:

> **From:** Ron Hurst <rhurst@lafayette.in.gov>
> **Date:** November 26, 2019 at 9:58:02 AM EST
> **To:** "tonyk@atlasexcavating.com" <tonyk@atlasexcavating.com>
> **Subject: Fire hydrant**
>
> Tony, Kerry Smith and myself have agreed that we want a fire hydrant installed at the high point on the 16" water main by the cemetery.
>
> Respectfully,
>
> Ron Hurst

LAFAYETTE RENEW

WORK DIRECTIVE CHANGE

WDC No.:	**002**
Date:	**12/6/19**
Contract No.:	**2018-048**
Project Name:	**Service Area 21 Water and Sewer Extension – Phase 1**

TO: **Nikki Hauser**
Atlas Construction
4740 Swisher Road
West Lafayette, IN 47906

Specification Reference: 01050 and 01150

Drawing Reference: C804

Identification of Attachments: Atlas Excavating, Inc.'s attached cost proposal dated November 18, 2019

DESCRIPTION OF WORK COVERED BY THIS CONSTRUCTION CHANGE DIRECTIVE:

Lafayette Renew requested Atlas Excavating, Inc. (AEI) install one additional lane restricted ahead, 6 additional speed limit 25 MPH, and 4 additional wooden placards over the existing speed limit signs to the Schuyler Avenue MOT. This work includes all added costs for labor, materials, and equipment to install the additional MOT signs and wooden placards to the Schuyler Avenue MOT in accordance with the Contract Documents and the attached proposal dated November 18, 2019.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
TBD	Additional MOT Signs and Wooden Placards Along Schuyler Avenue	1 EACH	$1,568.70	$1,568.70
			TOTAL COST	$1,568.70

REASON FOR THIS ORDER: The project team determined the additional MOT signs and wooden placards listed above should be added to the Schuyler Avenue MOT to provide overall MOT efficiencies throughout the Schuyler Avenue lane restrictions. AEI employed their sub-contractor, Highway Safety Services, to install the additional MOT signs and wooden placards. AEI incurred additional costs for the additional MOT signs and wooden placards.

AUTHORIZATION:

THIS WORK CONSTRUCTION CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **$1,568.70** will be issued to the Contractor in the near future to cover this Work Directive Change.

CHANGES TO PROJECT COMPLETION DATES: UNCHANGED

CONTRACTOR: ATLAS EXCAVATING, INC.	OWNER: LAFAYETTE RENEW
By: Nikki Hauser	By:
Its Duly Authorized Representative	Its Duly Authorized Representative
Nikki Hauser, Project Manager	BRAD W TALLEY SUPERINTENDENT
Printed Name and Title	Printed Name and Title

Atlas Project No. / Name: S19-13 Lafayette Service Area 21 Water & Sewer Extension Phase 1
Atlas Change Order No: 2101
Date Work Completed: 11/18/19
Description of Work:

Add the following signs per the City of Lafayette requests: (1)Lane Restriction Ahead, (6)Speed Limit 25MPH, and (4)Placards to cover existing speed limit signs.

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2019 - April 1, 2020
Labor (274)		$ 46.03		$ 58.17		$ 70.30		$ -	
Operator (103)		$ 63.33		$ 81.11		$ 98.88		$ -	
Foreman		$ 75.07		$ 93.35		$ 111.62		$ -	

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.44		$0.00
JD 85 Excavator		$83.75		$0.00
HitachiZAXIS 120 Excavator		$100.17		$0.00
JD 135 Excavator		$93.13		$0.00
JD 160 Excavator		$115.68		$0.00
JD 240 Excavator		$162.75		$0.00
JD 290 Excavator		$187.85		$0.00
JD 350 Excavator		$214.00		$0.00
JD 450 Excavator		$300.40		$0.00
JD 470 Excavator		$308.85		$0.00
JD 850 Excavator		$449.20		$0.00
JD 870 Excavator		$449.30		$0.00
JD 310 Backhoe		$55.16		$0.00
JD 544 Loader		$86.98		$0.00
JD 624 Loader		$99.89		$0.00
JD 744 Loader		$163.50		$0.00
JD Skid Steer Loader		$61.82		$0.00
JD 650 Dozer		$95.22		$0.00
JD 700 Dozer		$107.18		$0.00
JD 750 Dozer		$151.65		$0.00
JD 850 Dozer		$168.10		$0.00
Ingersoll Rand SD100		$67.23		$0.00
Ingersoll Rand SD70		$50.79		$0.00
Volvo SD116F		$81.52		$0.00
Wacker Neuson RD27-120		$39.49		$0.00
Volvo Articulated Truck		$160.10		$0.00
JD 762 Scraper		$168.50		$0.00
JD 862 Scraper		$255.65		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.69		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck		$34.55		$0.00
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -
Highway Safety - Extra Signs	1	$ 1,494.00	1	$ 1,494.00

MATERIALS

Materials Used	Qty Ea	Rate	Extension
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.47		$ -
2" Trash Pump		$ 7.22		$ -
3" Electric Pump		$ 5.85		$ -
3" Trash pump		$ 7.92		$ -
6" Diesel Pump		$ 33.66		$ -
5.6 kw Generator		$ 3.48		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.92		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 17.94		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Billing Summary		
Labor	$	-
Equipment & Small Tools		-
Material	$	-
Subtotal	$	-
Mark-up 15%	$	-
Subcontractors	$	1,494.00
Subtotal	$	1,494.00
Mark-up 5%	$	74.70
Total	$	1,568.70
Bond Rate if needed @ 1.6%		

*Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission

HIGHWAY SAFETY SERVICES
3215 IMPERIAL PARKWAY
LAFAYETTE IN 47909
PHONE: (765)474-1000 FAX: (765) 446-1502
HIGHWAYSAFETYSERVICESINDIANA.COM

Invoice

Date	Invoice #
10/31/2019	92671
PO No	S1913103

Bill To
Atlas Excavating 4740 Swisher Road West Lafayette, IN 47906

Ship To
Non Contract Signs

Location Description	Billed Thru	HSS Contract No/Project Description	Billing Period
Various/See Email	10/21/2019	C-12447 Service Area 21	10/21/19-10/21/19

Item No	Description of Items	Quantity	Unit Price	Unit	Amount
A sign	A Sign (Worksite Speed, Ahead)	1	162.00	EA/ea	162.00
B Sign	B sign (Worksite 25 MPH, Ahead)	2	60.00	EA/ea	120.00

	Total	$282.00

HIGHWAY SAFETY SERVICES
3215 IMPERIAL PARKWAY
LAFAYETTE IN 47000
PHONE: (765)474-1000 FAX: (765) 446-1502
HIGHWAYSAFETYSERVICESINDIANA.COM

Invoice

Date	Invoice #
10/31/2019	92672
PO No	S1913103

Bill To	Ship To
Atlas Excavating 4740 Swisher Road West Lafayette, IN 47906	MOT added by City of Lafayette, IN

Location Description	Billed Thru	HSS Contract No/Project Description	Billing Period
Add MOT	10/25/2019	C-12447 Service Area 21	10/25/19-10/25/19

Item No	Description of Items	Quantity	Unit Price	Unit	Amount
A sign	A Sign (Pre-restriction, Speed Limit 25)	6	162.00	EA/ea	972.00
B Sign	B sign (Worksite/placards)	4	60.00	EA/ea	240.00

	Total	$1,212.00

CITY OF
LAFAYETTE

WORK DIRECTIVE CHANGE

WDC No.:	**003**
Date:	**1/9/20**
Contract No.:	**2018-048**
Project Name:	**Service Area 21 Water and Sewer Extension – Phase 1**

TO: **Nikki Hauser**
Atlas Construction
4740 Swisher Road
West Lafayette, IN 47906

Specification Reference: 15200, 15201, 15370, and 15371

Drawing Reference: C105 and C806

Identification of Attachments: Atlas Excavating, Inc.'s correspondence/proposal dated December 30, 2019

DESCRIPTION OF WORK COVERED BY THIS CONSTRUCTION CHANGE DIRECTIVE:

Lafayette Water Works requested Atlas Excavating, Inc. (AEI) install a 2-inch pressure relief and sustaining valve in lieu of the originally design 2-inch pressure relief valve within the 8'x12' pressure regulator valve vault. This work includes all added costs for labor, materials, and equipment to install the 2-inch pressure relief and sustaining valve in accordance with the Contract Documents and the attached correspondence and AEI's proposal dated December 30, 2019.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
TBD	2-Inch Pressure Relief and Sustaining Valve In Lieu of Pressure Relief Valve	1 EACH	$506.00	$506.00
			TOTAL COST	$506.00

REASON FOR THIS ORDER: Lafayette Water Works requested AEI install a pressure relief and sustaining valve in lieu of the originally designed pressure relief valve on the existing water main within the proposed 8'x12' pressure regulator valve vault, south of Schuyler Avenue and west of the Norfolk and Southern railroad tracks. AEI incurred additional costs for alternate valve.

AUTHORIZATION:

THIS WORK CONSTRUCTION CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **$506.00** will be issued to the Contractor in the near future to cover this Work Directive Change.

CHANGES TO PROJECT COMPLETION DATES: UNCHANGED

CONTRACTOR: ATLAS EXCAVATING, INC.	OWNER: LAFAYETTE WATER WORKS
By: Nikki Hauser	By: Kerry J. Smith
Its Duly Authorized Representative	Its Duly Authorized Representative
Nikki Hauser, Project Manager	KERRY J. SMITH, SUPT.
Printed Name and Title	Printed Name and Title

Atlas Project No. / Name: S19-13 Lafayette Service Area 21 Water & Sewer Extension Phase 1
Atlas Change Order No:
Date Work Completed:
Description of Work:

Price increase to provide 2" Pressure Reducing & Sustaining Valve as opposed to a 2" Pressure Reducing Valve as called for in plans

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	
Labor (274)		$ 46.03		$ 58.17		$ 70.30		$ -	Rates good through April 1, 2019 - April 1, 2020
Operator (103)		$ 63.33		$ 81.11		$ 98.88		$ -	
Foreman		$ 75.07		$ 93.35		$ 111.62		$ -	

EQUIPMENT - (Operator not Included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.44		$0.00
JD 85 Excavator		$83.75		$0.00
HitachiZAXIS 120 Excavator		$100.17		$0.00
JD 135 Excavator		$93.13		$0.00
JD 160 Excavator		$115.68		$0.00
JD 240 Excavator		$162.75		$0.00
JD 290 Excavator		$187.85		$0.00
JD 350 Excavator		$214.00		$0.00
JD 450 Excavator		$300.40		$0.00
JD 470 Excavator		$308.85		$0.00
JD 850 Excavator		$449.20		$0.00
JD 870 Excavator		$449.30		$0.00
JD 310 Backhoe		$55.16		$0.00
JD 544 Loader		$86.98		$0.00
JD 624 Loader		$99.89		$0.00
JD 744 Loader		$163.50		$0.00
JD Skid Steer Loader		$61.82		$0.00
JD 650 Dozer		$95.22		$0.00
JD 700 Dozer		$107.18		$0.00
JD 750 Dozer		$151.65		$0.00
JD 850 Dozer		$168.10		$0.00
Ingersoll Rand SD100		$67.23		$0.00
Ingersoll Rand SD70		$50.79		$0.00
Volvo SD116F		$81.52		$0.00
Wacker Neuson RD27-120		$39.49		$0.00
Volvo Articulated Truck		$160.10		$0.00
JD 762 Scraper		$168.50		$0.00
JD 862 Scraper		$255.65		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.69		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck		$34.55		$0.00
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -
				$ -

MATERIALS

Materials Used	Qty Ea	Rate	Extension
Pressure Reducing Valve	1	$ (2,235.55)	$ (2,235.55)
Pressure Reduce/Sustain Vlv	1	$ 2,675.55	$ 2,675.55
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.47		$ -
2" Trash Pump		$ 7.22		$ -
3" Electric Pump		$ 5.85		$ -
3" Trash pump		$ 7.92		$ -
6" Diesel Pump		$ 33.66		$ -
5.6 kw Generator		$ 3.48		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.92		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 17.94		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Billing Summary		
Labor	$	-
Equipment & Small Tools		-
Material	$	440.00
Subtotal	$	440.00
Mark-up 15%	$	66.00
Subcontractors	$	-
Subtotal	$	-
Mark-up 5%	$	-
Total	$	506.00
Bond Rate if needed @ 1.6%		

*Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission

Bid Proposal for Lafayette Area 21 Pressure Regulating Vault

ATLAS EXCAVATING
Job Location: Lafayette, IN
Bid Date: 12/04/2019
Core & Main 1150261

Core & Main
1680 Expo Lane
Indianapolis, IN 46214
Phone: 317-271-1463
Fax: 317-271-2026

Seq#	Qty	Description	Units	Price	Ext Price
10					
20		**LAFAYETTE AREA 21 PRESSURE**			
30					
40		***UTILITY OPERATING AUTHORITY***			
50		**LAFAYETTE**			
60					
70	1	2" CLA-VAL 90-01 PRESSURE RED	EA	2,235.55	2,235.55
		VALVE, 150# FLANGED ENDS			
		GLOBE STYLE IRON BODY TRIM			
100		**PLUS FREIGHT**			
120	1	2" CLA-VAL 92-01 COMBO PRESSUR	EA	2,675.55	2,675.55
		RED & PRESSURE SUSTAINING			
		VALVE, 150# FLANGED ENDS			
		GLOBE STYLE IRON BODY TRIM			
160		**PLUS FREIGHT**			

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

From:	Kerry Smith
To:	"Keegan Dunn"
Cc:	Ron Hurst; Louis Caito; Dick Weigel
Subject:	RE: Service Area 21 Submittal #27 Pressure Reducing Valve
Date:	Thursday, January 2, 2020 1:23:11 PM

Keegan,

This is correct and approved. Thanks.

Kerry J. Smith, Superintendent
LafayetteWater Works
ksmith@lafayette.in.gov
(765)807-1700

From: Keegan Dunn [mailto:kdunn@hwcengineering.com]
Sent: Thursday, January 02, 2020 8:02 AM
To: Kerry Smith
Cc: Ron Hurst; Louis Caito; Dick Weigel
Subject: FW: Service Area 21 Submittal #27 Pressure Reducing Valve

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Kerry,

Please see the attached price increase to provide a 2" pressure reducing and sustaining valve as opposed to a 2" pressure reducing valve inside the proposed pressure regulator vault being installed east of Schuyler Ave., just south of the railroad. The additional cost seems reasonable but we wanted to get your approval before moving forward. Please let us know if you are okay with it and we can have Louie prepare the paperwork for the change.

Thank you.

Keegan E. Dunn, P.E.
Project Engineer

HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204
317-981-1295 direct
www.hwcengineering.com

The information contained in this communication is confidential, private, proprietary, or otherwise privileged and is intended only for the use of the addressee. Unauthorized use, disclosure, distribution or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately at 317-347-3663.

From: Nikki Hauser <nikkih@atlasexcavating.com>
Sent: Monday, December 30, 2019 1:23 PM

To: Keegan Dunn <kdunn@hwcengineering.com>
Cc: Stacia Dierdorf <StaciaD@atlasexcavating.com>; Steve Rich <stever@atlasexcavating.com>; Louis Caito <lcaito@cbbel-in.com>
Subject: Re: Service Area 21 Submittal #27 Pressure Reducing Valve

Keegan,

Attached is the price add to change the valve from a pressure reducing valve to a pressure reducing and sustaining valve. Please let me know if you have any questions.

Thanks,

Nikki Hauser
Atlas Excavating, Inc.
4740 Swisher Road
West Lafayette, IN 47906
Phone: (765)429-4800
Fax: (765)429-8034

On Mon, Dec 30, 2019 at 12:02 PM Keegan Dunn < kdunn@hwcengineering.com> wrote:

> Nikki,
>
> Sorry I thought I responded to your previous email on this. Can you get us some pricing before we issue our response? If the different valve is drastically more expensive they may not want to change it.
>
> Keegan E. Dunn, P.E.
> Project Engineer
>
> HWC Engineering
> 135 N. Pennsylvania Street, Suite 2800
> Indianapolis, IN 46204
> 317-981-1295 direct
> www.hwcengineering.com
>
> *The information contained in this communication is confidential, private, proprietary, or otherwise privileged and is intended only for the use of the addressee. Unauthorized use, disclosure, distribution or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately at 317-347-3663.*
>
> **From:** Nikki Hauser <nikkih@atlasexcavating.com>
> **Sent:** Monday, December 30, 2019 11:58 AM
> **To:** Keegan Dunn <kdunn@hwcengineering.com>
> **Subject:** Re: Service Area 21 Submittal #27 Pressure Reducing Valve

Keegan,

Did you ever find your response on the pressure reducing valve, submittal #27?

Thanks,

Nikki Hauser
Atlas Excavating, Inc.
4740 Swisher Road
West Lafayette, IN 47906
Phone: (765)429-4800
Fax: (765)429-8034

On Tue, Dec 17, 2019 at 1:11 PM Nikki Hauser < nikkih@atlasexcavating.com> wrote:

> Keegan,
>
> I believe we spoke about submittal #27 Pressure Reducing Valve. Refresh my memory, were you going to reject the submittal since the City wants the 2" valve to be a Pressure Reducing & Sustaining Valve instead of the 2" Pressure Reducing Valve or were you waiting on me to submit with the alternate valve? I would like something in writing stating the City's wants the 2" Reducing and Sustaining valve instead of what was called out in the plans as there will be a price increase for the valve they prefer.
>
> Thanks,
>
> ---
>
> Nikki Hauser
> Atlas Excavating, Inc.
> 4740 Swisher Road
> West Lafayette, IN 47906
> Phone: (765)429-4800
> Fax: (765)429-8034

CITY OF
LAFAYETTE

WORK DIRECTIVE CHANGE

WDC No.:	**004**
Date:	**3/16/20**
Contract No.:	**2018-048**
Project Name:	**Service Area 21 Water and Sewer Extension – Phase 1**

TO: **Nikki Hauser**
Atlas Construction
4740 Swisher Road
West Lafayette, IN 47906

Specification Reference: 00700, 02000, 02200, 02350, 02513, 02540, and 03300

Drawing Reference: C701, C802, and C803

Identification of Attachments: Atlas Excavating, Inc.'s proposal dated January 21, 2020

DESCRIPTION OF WORK COVERED BY THIS CONSTRUCTION CHANGE DIRECTIVE:

Lafayette Renew requested Atlas Excavating, Inc. (AEI) remove an unforeseen boulder at approximate station 7+50 in conflict with the 16-inch DIPS HDPE direction bore water main installation. This work was tracked on a T&M basis and includes all added costs for labor, materials, equipment, and incidentals to excavate and remove an approximate 3'x3'x4' boulder, backfill the excavation, and install cold weather concrete pavement in accordance with the Contract Documents and AEI's attached proposal dated January 21, 2020.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
TBD	Removal of Boulder at Water Main Station 7+50	1 LSUM	$1,352.40	$1,352.40
			TOTAL COST	$1,352.40

REASON FOR THIS ORDER: S&S Directional Boring (SSDB), AEI's subcontractor, made several attempts to bore past an obstruction at approximate station 7+50 for the 16-inch DIPS HDPE direction bore installation but was unsuccessful. The project team agreed SSDB should excavate and remove the obstruction. SSDB excavated and removed an approximate 3'x3'x4' boulder to complete the boring through the obstructed area. AEI and SSDB incurred additional costs for removal of the unforeseen boulder obstruction.

AUTHORIZATION:

THIS WORK CONSTRUCTION CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **$1,352.40** will be issued to the Contractor in the near future to cover this Work Directive Change.

CHANGES TO PROJECT COMPLETION DATES: UNCHANGED

CONTRACTOR: ATLAS EXCAVATING, INC.	**OWNER: LAFAYETTE RENEW**
By: Nikki Hauser	By:
Its Duly Authorized Representative	Its Duly Authorized Representative
Nikki Hauser, Project Manager	BRAD W TALLEY SUPERINTENDENT CITY OF LAFAYETTE
Printed Name and Title	Printed Name and Title

Atlas Project No. / Name: S19-13 Lafayette Service Area 21 Water & Sewer Extension Phase 1
Atlas Change Order No: 2103
Date Work Completed: 01/21/20
Description of Work:

Fill in rock excavation hole on water main bore with #8 rock and #53 stone, compacted and poured concrete patch after saw cutting edges.

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2019 - April 1, 2020
Labor (274)		$ 46.03		$ 58.17		$ 70.30		$ -	
Operator (103)		$ 63.33		$ 81.11		$ 98.88		$ -	
Foreman		$ 75.07		$ 93.35		$ 111.62		$ -	

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.44		$0.00
JD 85 Excavator		$83.75		$0.00
HitachiZAXIS 120 Excavator		$100.17		$0.00
JD 135 Excavator		$93.13		$0.00
JD 160 Excavator		$115.68		$0.00
JD 240 Excavator		$162.75		$0.00
JD 290 Excavator		$187.85		$0.00
JD 350 Excavator		$214.00		$0.00
JD 450 Excavator		$300.40		$0.00
JD 470 Excavator		$308.85		$0.00
JD 850 Excavator		$449.20		$0.00
JD 870 Excavator		$449.30		$0.00
JD 310 Backhoe		$55.16		$0.00
JD 544 Loader		$86.98		$0.00
JD 624 Loader		$99.89		$0.00
JD 744 Loader		$163.50		$0.00
JD Skid Steer Loader		$61.82		$0.00
JD 650 Dozer		$95.22		$0.00
JD 700 Dozer		$107.18		$0.00
JD 750 Dozer		$151.65		$0.00
JD 850 Dozer		$168.10		$0.00
Ingersoll Rand SD100		$67.23		$0.00
Ingersoll Rand SD70		$50.79		$0.00
Volvo SD116F		$81.52		$0.00
Wacker Neuson RD27-120		$39.49		$0.00
Volvo Articulated Truck		$160.10		$0.00
JD 762 Scraper		$168.50		$0.00
JD 862 Scraper		$255.65		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.69		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck		$34.55		$0.00
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

MATERIALS

Materials Used	Qty Ea	Rate	Extension
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.47		$ -
2" Trash Pump		$ 7.22		$ -
3" Electric Pump		$ 5.85		$ -
3" Trash pump		$ 7.92		$ -
6" Diesel Pump		$ 33.66		$ -
5.6 kw Generator		$ 3.48		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.92		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 17.94		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Billing Summary	
Labor	$ -
Equipment & Small Tools	-
Material	$ -
Subtotal	$ -
Mark-up 16%	$ -
Subcontractors	$ 1,288.00 ~~1,546.00~~
Subtotal	$ 1,288.00 ~~1,546.00~~
Mark-up 6%	$ 64.40 ~~77.30~~
Total	$ 1,352.40 ~~1,623.30~~
Bond Rate if needed @ 1.6%	

Subcontractors $1,288.00

Description	Qty Ea	Hrly Rate	Hours	Extension
S&S Directional Boring	1	$ ~~1,546.00~~	1	$ ~~1,546.00~~ $1,288.00
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -

*Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission

Atlas Project No. / Name: Area 21
Atlas Change Order No: 2103
Date Work Completed: 1/21/20
Description of Work:

Fill in rock excavation hole on water main bore with #8 rock and 53 stone, compacted and poured concrete patch after saw cutting edges

LABOR*

Trade	Qty Ea	Reg Hours	OT Hours	Double Time Hours		
Labor	2	1				
Operator	1	1				
Foreman	.5	.5				

EQUIPMENT - (Operator not Included)		
Description	Qty Ea	Hours
JD 75 Excavator		
JD 85 Excavator		
HitachiZAXIS 120 Excavator		
JD 135 Excavator		
JD 160 Excavator		
JD 240 Excavator		
JD 290 Excavator		
JD 350 Excavator		
JD 450 Excavator		
JD 470 Excavator		
JD 850 Excavator		
JD 870 Excavator		
JD 310 Backhoe	1	1
JD 544 Loader		
JD 624 Loader		
JD 744 Loader		
JD Skid Steer Loader		
JD 650 Dozer		
JD 700 Dozer		
JD 750 Dozer		
JD 850 Dozer		
Ingersoll Rand SD100		
Ingersoll Rand SD70		
Volvo SD116F		
Wacker Neuson RD27-120		
Volvo Articulated Truck		
JD 762 Scraper		
JD 862 Scraper		
JD 8650 4WD Tractor		
Finn T-60 Hydroseeder		
Pipe Van		
Pick up Truck	.5	.5
Lowboy		
Hoe Pack for Compaction	1	1
Broce RC-350 Sweeper		
Single Axle Dump Truck		

MATERIALS	
Materials Used	Qty Ea
Concrete	2yds

Small Tools	Qty Ea	Hours
14" Cut-off Saw	1	.5
2" Electric Pump		
2" Trash Pump		
3" Electric Pump		
3" Trash pump		
6" Diesel Pump		
5.6 kw Generator		
Air Compressor		
Chain Saw		
R1-1/12 Hammer Drill		
Walk Behind Saw		
20-50 kw Generator		
Manhole Box		
Pipe Laser		
Trench Box		
Manhole Fan		
Core Drill		
Rotating Laser		
Stone Box		
Road Plate - Steel		
GPS Rover		
GPS Base		
GPS for Dozer		

Subcontractors		
Description	Qty Ea	Extension
Vac Truck		
Triaxle Trucking		

Inspector Notes:

Foreman Signature

Inspector Signature

S&S DIRECTIONAL BORING, LTD. 01 116 County Road 17
Bryan, OH 43506

Office: (419) 630-0726
Fax: (419) 636-7437

INVOICE

Invoice No: 2404
Date: 12/5/2019
Due Date: 1/4/2020

Bill To:

Atlas Excavating, Inc.
4740 Swisher Street

West Lafayette IN 47906

Attention:
Job No: 2656
PO #: S1913106

Project Name: Lafayette Service Area 21

Description	Quantity	Unit	Unit Price	Extended Price
Downtime for large rock encountered on bore path, road was cut and rock removed. 2 hours for crew & equipment time. See attached spreadsheet.	1.00	LSUM	~~1,546.00~~ $1,288.00	~~1,546.00~~ $1,288.00

Thank You For Your Business!

Terms: Net 30

Invoice Total:	1,546.00
Retainage:	145.00
Total Due:	1,401.00

Project Estimate

Project Name	Downtime / While drilling out encountered rock that needed removed from bore path				
Location				Contractor	Atlas
Pipe				Bid Date	
Length	1,00			Prevailing wage?	
Number of Shots		Days on Site		Tax Exempt?	
Insurance			Each	Cost	Total
	Additional Premium			$0.00	$0.00
Bonds			Each	Cost	
					$0.00
Traffic Control		Needs	Hours	Per Hour	
	Equipment				$0.00
	Labor				$0.00
Shop Time		Quantity	Hours	Rate	
	Labor			$25.00	$0.00
	Misc				$0.00
Mobilization Cost		Items	Each	Rate	
	Fuel	Covered below			$0.00
	Travel / Equipment / Labor				$0.00
	Lodging			$100.00	$0.00
	Misc				$0.00
Equipment		Items	Hour Run	Cost Per Hour	
	Drill Equipment	20x22		$90.00	$0.00
		36x50	2.00	$115.00	$230.00
	Excavation Needs	Skidsteer	2.00	$20.00	$40.00
		760 Backhoe		$45.00	$0.00
		HR 20 / 121 / U35		$40.00	$0.00
		TC 75 / HR 32 / Kub 60		$45.00	$0.00
		130 Linkbelt	2.00	675.00	$150.00
		873 Loader		$45.00	$0.00
	Vactor	White Vac		$135.00	$0.00
	Pumps	2"		$5.00	$0.00
	Fusion Equipment			$80.00	$0.00
	Pick up/trailers			$25.00	$0.00
	Drill Truck		2.00	$50.00	$100.00
	Dump Truck			$50.00	$0.00
	Lowboy			$75.00	$0.00
Rock Boring Needs		Items	Per Hour	Cost	
	Air Hammer			$10.00	$0.00
	Air Compressor			$0.00	$0.00
	Mud Motor				$0.00
Fuel		Usage	Gallons	Price	
	Equipment	6 gal / hour		$3.00	$0.00
	Pick ups			$3.00	$0.00
	Drill Truck			$3.00	$0.00
	Dump Truck			$3.00	$0.00
	Lowboy			$3.00	$0.00
	Vactor			$3.00	$0.00
Labor		Quantity	Hours	Per Hour	
	Operator	Ronnie / Pat	4.00	$62.00	$248.00
	Laborer	Jason / Brok	4.00	$57.00	$228.00
		Ryan Schaufele	2.00	$62.00	$124.00
Materials		Type	Quantity	Price	
	Pipe				$0.00
	Fittings				$0.00
					$0.00
					$0.00
	Drilling Fluid	Tanks		$80.00	$0.00
Rental		Items	Per Day/Wk/Mo	Price	
	Equipment				$0.00
					$0.00
					$0.00
Pot Holing		Quantity	Hours	Per Hour	
	Labor				$0.00
	Backfilling				$0.00
Restoration		Quantity	Hours	Per Hour	
	Labor				$0.00
	Soil				$0.00
	Seed/Fertilizer				$0.00
	Equipment				$0.00
	Labor				$0.00
					$0.00
					$0.00
Miscellaneous					
				Sub Total	$1,120.00
				Overhead Mark 15% ~~20.0%~~	~~$224.00~~ $168.00
Price Per Foot	$ 1,645.60			Gross Sale	~~$1,645.60~~ $1,288.00
Cost Per Foot	$1,344.00			~~Job Cost~~	~~$1,344.00~~
				~~Gross Profit~~	~~$201.60~~
				~~Margin~~	~~15.0%~~
				Mark up	15.0%

CITY OF
LAFAYETTE

WORK DIRECTIVE CHANGE

WDC No.:	**005**
Date:	**4/21/20**
Contract No.:	**2018-048**
Project Name:	**Service Area 21 Water and Sewer Extension – Phase 1**

TO: **Nikki Hauser**
Atlas Construction
4740 Swisher Road
West Lafayette, IN 47906

Specification Reference: 01200, 01600, 02000, 02110, 02122, 02251, 02270, 02320, and 02350

Drawing Reference: C405 and C704

Identification of Attachments: Atlas Excavating, Inc.'s proposal dated April 20, 2020

DESCRIPTION OF WORK COVERED BY THIS CONSTRUCTION CHANGE DIRECTIVE:

Lafayette Renew requested Atlas Excavating, Inc. (AEI) contract Daystar Directional Drilling (DDD) in lieu of S&S Directional Boring (S&SDB) to perform the Wildcat Creek crossing portion of the project. This work includes all added costs for labor, materials, equipment, and incidentals to directional bore the 6 and 8-inch sanitary force mains and the 14-inch water main under Wildcat Creek in accordance with the Contract Documents and AEI's attached proposal dated April 20, 2020.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
TBD	Wildcat Creek Crossing Changes	1 LSUM	$334,032.00	$334,032.00
			TOTAL COST	**$334,032.00**

REASON FOR THIS ORDER: AEI's subcontractor S&SDB submitted an additional cost proposal to install the Wildcat Creek crossing sanitary and water utilities utilizing pneumatic hammer directional boring equipment after several failed attempts to bore the initial pilot hole using their largest directional boring machine due to the existing ground conditions. S&SDB advised the project team there is only an approximate 50% chance of the planned utilities being installed under the creek utilizing this proposed pneumatic hammer method, in their opinion. AEI investigated other contractors and DDD proposes to utilize a Vermeer 220x300 S3 Drill Rig along with American Augers M500PD, mud cleaning and pumping assembly capable of pumping 600GPM downhole, a Vermeer R250 reclaimer, exit side mud cleaning system and a Vermeer 80x100 rig used to trail drill rod. DDD is confident they will successfully complete the contract specified

creek crossing bores based on the project team's knowledge of the existing ground conditions at this time. AEI will incur additional costs as outlined in the attached proposal by contracting DDD to install the Wildcat Creek crossing sanitary and water utilities.

AUTHORIZATION:

THIS WORK CONSTRUCTION CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **$334,032.00** will be issued to the Contractor in the near future to cover this Work Directive Change.

CHANGES TO PROJECT COMPLETION DATES: UNCHANGED

CONTRACTOR: ATLAS EXCAVATING, INC.	**OWNER: LAFAYETTE RENEW**
By: Nikki Hauser	By:
Its Duly Authorized Representative	Its Duly Authorized Representative
Nikki Hauser, Project Manager	BRAD W TALLEY DIRECTOR LAFAYETTE RENEW
Printed Name and Title	Printed Name and Title

April 20, 2020

Louie Caito, PE
Christopher B. Burke Engineering, LLC
115 West Washington Street, Suite 1368
Indianapolis, IN 46204

Reference : Service Area 21 Water & Sewer Extension Phase I

Subject: Creek Crossing Proposal Revised

Mr. Caito:

On March 10, 2020 Atlas Excavating provided CBBEL, HWC and the City of Lafayette a proposal from S&S Directional Boring utilizing a pneumatic air hammer method to complete the Wildcat Creek Crossings. After further discussions with S&S, the chances of success in the 50% range are less than desirable and Atlas does not recommend pursuing this option.

Atlas reached out to several other specialty contractors to solicit quotes for the creek crossing. All information known at this time, including the obstructions and boulders encountered during previous attempts were provided. While Atlas worked to get competitive options from three contractors, only one felt confident they have the specialized equipment necessary to deliver a successful installation.

Daystar Directional Drilling is a contractor from Noblesville, IN that has over 75 years of experience. They propose to utilize a Vermeer 220x300 S3 Drill Rig along with American Augers M500PD, mud cleaning and pumping assembly capable of pumping 600GPM downhole, a Vermeer R250 reclaimer, exit side mud cleaning system and a Vermeer 80x100 rig used to trail drill rod. Daystar feels confident they could successfully complete the creek crossing bores with the information known at this time.

This does, however, come at a premium cost that is above and beyond the previously proposed air hammer method that had a much lower chance of success. The total cost is $334,032. Below is a summary of costs proposed, along with costs incurred to date on the Wildcat Creek Crossings.

Cost to Date		$23,021
Credits for S&S Markup – Original Bid		($13,164)
Daystar Proposal		$324,175
	Total	**$334,032**

Cost to Date

To date, Atlas/S&S Directional Boring has incurred costs in the amount of $23,021 attempting to complete the Wildcat Crossings. This includes the first round of HDD attempts and exploratory excavation to remove obstructions. Backup is attached to support these numbers.

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034

Equal Opportunity Employer

	S&S Costs	Atlas Markup		
S&S 1st Attempt at Creek Bore	$11,781.18	X 5% =	$589.06	$12,370.24
Atlas Exploratory Dig				$10,650.84
			Total	**$23,021.08**

Credits

Atlas will provide credits of $13,164 for the markup on S&S Directional Boring that was included in the original bid.

8" & 6" Force Main DD Creek Crossing								
797	X	$58.00	=	$46,226.00	X	15% Markup	credit	($6,933.90)
14" Water Main DD Creek Crossing								
704	X	$59.00	=	$41,536.00	X	15% Markup	credit	($6,230.40)
							Total Credit	**($13,164.30)**

Daystar Proposal

The cost for Daystar to directional drill the creek crossings would be an additional $324,175.42 to the original contracted price. We feel the costs are representative of the conditions encountered. This number was derived by taking the rate Daystar provided, adding their mobilization charges plus Atlas's allowable markup of 5% and deducting the rate provided by S&S. Backup is attached to support these numbers.

8" & 6" Force Main DD Creek Crossing	Quantity	Unit		Price	Total
Daystar rate	797	LF	+	$240.23	$191,463.31
Deduct S&S Quoted Rate	797	LF	-	$58.00	($46,226.00)
Adjusted Rate			+	$182.23	
Atlas 5% Markup	797	LF	+	$9.11	$7,260.67
Adjusted Rate with Markup				$191.34	
Total Force Main Increase	797	LF		$191.34	**$152,497.98**

14" Water Main DD Creek Crossing	Quantity	Unit		Price	Total
Daystar rate	704	LF	+	$291.25	$205,040.00
Deduct S&S Quoted Rate	704	LF	-	$59.00	($41,536.00)
Adjusted Rate			+	$232.25	
Atlas 5% Markup	704	LF	+	$11.61	$8,173.44
Adjusted Rate with Markup				$243.86	
Total Water Main Increase	704	LF		$243.86	**$171,677.44**

Daystar Proposal Total

8" & 6" Force Main DD Creek Crossing		$152,497.98
14" Water Main DD Creek Crossing		$171,677.44
	Total	**$324,175.42**

Atlas feels confident that Daystar Drilling can successfully complete the creek crossing bores and recommends proceeding. We have confirmed with Daystar that they are aware of the ground conditions and the language in their proposal regarding "normal ground conditions" is their standard language that should have been removed. Attached is an email between myself and Jerry Watson III documenting this. Please review and let me know how Atlas should proceed with this work or if you have any questions.

Respectfully,

Nikki Hauser
Project Manager
Atlas Excavating, Inc.

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034

Equal Opportunity Employer

Project Estimate

Project Name	River Bore downtime				
Location				Contractor	
Pipe	Attempting to pilot bore under river			Bid Date	1/30/2020
Length	1.00			Prevailing wage?	
Number of Shots		Days on Site		Tax Exempt?	

Insurance			Each	Cost	Total
	Additional Premium			$0.00	$0.00
Bonds			Each	Cost	
					$0.00
Traffic Control		Needs	Hours	Per Hour	
	Equipment				$0.00
	Labor				$0.00
Shop Time		Quantity	Hours	Rate	
	Labor			$25.00	$0.00
	Misc				$0.00
Mobilization Cost		Items	Each	Rate	
	Fuel	Covered below			$0.00
	Travel / Equipment / Labor				$0.00
	Lodging			$100.00	$0.00
	Misc				$0.00
Equipment		Items	Hour Run	Cost Per Hour	
	Drill Equipment	20x22		$90.00	$0.00
		36x50	20.50	$115.00	$2,357.50
	Excavation Needs	Terramite		$20.00	$0.00
		Skid Steer		$45.00	$0.00
		760 Backhoe		$45.00	$0.00
		HR 20 / 121 / U35		$40.00	$0.00
		TC 75 / HR 32 / Kub 80		$45.00	$0.00
		130 Linkbelt	20.50	$75.00	$1,537.50
		873 Loader		$45.00	$0.00
	Vactor	White Vac	20.50	$135.00	$2,767.50
	Pumps	2"		$5.00	$0.00
	Fusion Equipment			$80.00	$0.00
	Pick up/trailers		20.50	$25.00	$512.50
	Drill Truck			$50.00	$0.00
	Dump Truck			$50.00	$0.00
	Lowboy			$75.00	$0.00
Rock Boring Needs		Items	Per Hour	Cost	
	Air Hammer			$10.00	$0.00
	Air Compressor			$0.00	$0.00
	Mud Motor				$0.00
Fuel		Usage	Gallons	Price	
	Equipment	6 gal / hour	85.00	$3.00	$255.00
	Pick ups		25.00	$3.00	$75.00
	Drill Truck			$3.00	$0.00
	Dump Truck			$3.00	$0.00
	Lowboy			$3.00	$0.00
	Vactor		100.00	$3.00	$300.00
Labor		Quantity	Hours	Per Hour	
	Operator	3	20.50	$62.00	$1,271.00
	Laborer	3	20.50	$57.00	$1,168.50
Materials		Type	Quantity	Price	
	Pipe	Replacement drill head	1.00	$2,000.00	~~$2,000.00~~
	Fittings				$0.00
					$0.00
					$0.00
	Drilling Fluid	Tanks		$80.00	$0.00
Rental		Items	Per Day/Wk/Mo	Price	
	Equipment				$0.00
					$0.00
					$0.00
Pot Holing		Quantity	Hours	Per Hour	
	Labor				$0.00
	Backfilling				$0.00
Restoration		Quantity	Hours	Per Hour	
	Labor				$0.00
	Soil				$0.00
	Seed/Fertilizer				$0.00
	Equipment				$0.00
	Labor				$0.00
					$0.00
Miscellaneous					$0.00

Sub Total		~~$12,244.50~~		10,244.50
Overhead Mark	15% ~~20.0%~~	~~$2,448.90~~	1,836.68	1,536.68
Gross Sale		~~$16,162.74~~	14,081.18	11,781.18
Job Cost		~~$14,693.40~~		
Gross Profit		~~$1,469.34~~		
Margin		10.0%		
Mark up		10.0%		

Price Per Foot	$ 16,162.74
Cost Per Foot	$14,693.40

S19-13 Service Area 21
T&M 2104 - Exploratory dig for Creek Crossing

2/7/2020	$ 5,671.28
2/12/2020	$ 4,979.56
	$ 10,650.84

Atlas Project No. / Name: 21 Water & Sewer Extension Phase 1
Atlas Change Order No: 2104
Date Work Completed: 02/07/20
Description of Work:

Excavated a test hole to find and discover the hard ground conditions that the directional drill crew can not drill through.

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2019 - April 1, 2020
Labor (274)	2	$ 46.03	8	$ 58.17		$ 70.30		$ 736.48	
Operator (103)	2	$ 63.33	8	$ 81.11		$ 98.88		$ 1,013.28	
Foreman	1	$ 75.07	8	$ 93.35		$ 111.62		$ 600.56	

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.44		$0.00
JD 85 Excavator		$83.75		$0.00
HitachiZAXIS 120 Excavator		$100.17		$0.00
JD 135 Excavator		$93.13		$0.00
JD 160 Excavator		$115.68		$0.00
JD 240 Excavator		$162.75		$0.00
JD 290 Excavator	1	$187.85	8	$1,502.80
JD 350 Excavator		$214.00		$0.00
JD 450 Excavator		$300.40		$0.00
JD 470 Excavator		$308.85		$0.00
JD 850 Excavator		$449.20		$0.00
JD 870 Excavator		$449.30		$0.00
JD 310 Backhoe		$55.16		$0.00
JD 544 Loader		$86.98		$0.00
JD 624 Loader	1	$99.89	8	$799.12
JD 744 Loader		$163.50		$0.00
JD Skid Steer Loader		$61.82		$0.00
JD 650 Dozer		$95.22		$0.00
JD 700 Dozer		$107.18		$0.00
JD 750 Dozer		$151.65		$0.00
JD 850 Dozer		$168.10		$0.00
Ingersoll Rand SD100		$67.23		$0.00
Ingersoll Rand SD70		$50.79		$0.00
Volvo SD116F		$81.52		$0.00
Wacker Neuson RD27-120		$39.49		$0.00
Volvo Articulated Truck		$160.10		$0.00
JD 762 Scraper		$168.50		$0.00
JD 862 Scraper		$255.65		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.69		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck	1	$34.55	8	$276.40
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
S&S Directional Boring		$ 1,546.00		$ -
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -

MATERIALS

Materials Used	Qty Ea	Rate	Extension
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw	1	$ 5.81	0.5	$ 2.91
2" Electric Pump		$ 4.47		$ -
2" Trash Pump		$ 7.22		$ -
3" Electric Pump		$ 5.85		$ -
3" Trash pump		$ 7.92		$ -
6" Diesel Pump		$ 33.66		$ -
5.6 kw Generator		$ 3.48		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.92		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 17.94		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Billing Summary	
Labor	$ 2,350.32
Equipment & Small Tools	2,581.23
Material	$ -
Subtotal	$ 4,931.55
Mark-up 15%	$ 739.73
Subcontractors	$ -
Subtotal	$ -
Mark-up 5%	$ -
Total	$ 5,671.28
Bond Rate if needed @ 1.6%	

***Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission**

Atlas Project No. / Name: 121 Water & Sewer Extension Phase 1
Atlas Change Order No: 2104
Date Work Completed: 02/12/20
Description of Work:

Excavated a test hole to find and discover the hard ground conditions that the directional drill crew can not drill through.

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2019 - April 1, 2020
Labor (274)	3	$ 46.03	4	$ 58.17		$ 70.30		$ 552.36	
Operator (103)	2	$ 63.33	8	$ 81.11	1	$ 98.88		$ 1,175.49	
Foreman	1	$ 75.07	4	$ 93.35		$ 111.62		$ 300.28	

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.44		$0.00
JD 85 Excavator		$83.75		$0.00
HitachiZAXIS 120 Excavator		$100.17		$0.00
JD 135 Excavator		$93.13		$0.00
JD 160 Excavator		$115.68		$0.00
JD 240 Excavator		$162.75		$0.00
JD 290 Excavator	1	$187.85	8	$1,502.80
JD 350 Excavator		$214.00		$0.00
JD 450 Excavator		$300.40		$0.00
JD 470 Excavator		$308.85		$0.00
JD 850 Excavator		$449.20		$0.00
JD 870 Excavator		$449.30		$0.00
JD 310 Backhoe		$55.16		$0.00
JD 544 Loader		$86.98		$0.00
JD 624 Loader	1	$99.89	8	$799.12
JD 744 Loader		$163.50		$0.00
JD Skid Steer Loader		$61.82		$0.00
JD 650 Dozer		$95.22		$0.00
JD 700 Dozer		$107.18		$0.00
JD 750 Dozer		$151.65		$0.00
JD 850 Dozer		$168.10		$0.00
Ingersoll Rand SD100		$67.23		$0.00
Ingersoll Rand SD70		$50.79		$0.00
Volvo SD116F		$81.52		$0.00
Wacker Neuson RD27-120		$39.49		$0.00
Volvo Articulated Truck		$160.10		$0.00
JD 762 Scraper		$168.50		$0.00
JD 862 Scraper		$255.65		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.69		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck		$34.55		$0.00
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

MATERIALS

Materials Used	Qty Ea	Rate	Extension
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.47		$ -
2" Trash Pump		$ 7.22		$ -
3" Electric Pump		$ 5.85		$ -
3" Trash pump		$ 7.92		$ -
6" Diesel Pump		$ 33.66		$ -
5.6 kw Generator		$ 3.48		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.92		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 17.94		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
S&S Directional Boring		$ 1,546.00		$ -
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -

Billing Summary	
Labor	$ 2,028.13
Equipment & Small Tools	2,301.92
Material	$ -
Subtotal	$ 4,330.05
Mark-up 15%	$ 649.51
Subcontractors	$ -
Subtotal	$ -
Mark-up 5%	$ -
Total	$ 4,979.56
Bond Rate if needed @ 1.6%	

***Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission**

Daystar Directional Drilling - Proposal

P. O. Box 1684

Noblesville, IN 46061

Contact: **Jerry K Watson**

Phone: **317-773-7455**

Email **jerryk@daystardrilling.com**

Quote To: Atlas Excavating Inc
Nikki Hauser

Job Name: Service Area 21
No excavation or materials included.

Phone:
Email

20 J3 0273

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	HDD install of 6" & 8" Wildcat Creek Crossing	797.00	LF	240.23	191,463.31
30	HDD install of 16" HDPE Wildcat Creek Crossing	704.00	LF	291.25	205,040.00
GRAND TOTAL					**$396,503.31**

NOTES:

No excavation or materials other than noted. No private utility locates. No traffic/pedestrian control, hard surface cuts/restoration, bonds or permits included in the price. Prices quoted using standard Daystar wage rates.

DDD will notify Indiana 811 but cannot be held responsible for any unmarked public or private utilities or lines. When customer is responsible for existing utility locates they agree to indemnify and hold harmless Daystar Directional Drilling Inc. (hereafter identified as DDD) from any and all actions, claims, cost, loss, damage, attorney fees or liability resulting from the following:

1) Damage to existing underground utilities or structures, unless one (1) copy of exact elevation and location measurements are furnished to DDD prior to excavation or unless customer field locates all existing obstacles before works begins
2) Damages caused by lack of engineering or customer Supervision unless DDD Provides Supervision on project

Any attachments included herein will be considered part of this proposal.

Payment is due 30 days upon receipt of invoice. Past due invoices are subject to one and a half (1 ½) percent per month service charge, plus reasonable attorney fees necessary to collect past due invoice. If using credit card to pay for invoice there will be a minimum convenience charge of 4%. This serves as notice of intent to file a lien for slow or nonpayment.

Quality workmanship and professionalism are standard. Material if provided by DDD will be as specified. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become and extra charge over and above the estimate. This was given under normal ground conditions. The price will be adjusted if abnormal conditions exist (i.e. water, sand, rock, under ground utilities or any other obstructions)

Acceptances of Proposal - The signature below indicates acceptance of stated terms, conditions and specifications by both parties. This document may be executed in multiple counterparts and by facsimile signatures.

Authorized Signature Jerry K. Watson Date:

Acceptance Signature: _____ Date: _____ (Customer)

Louis Caito

From: Nikki Hauser <nikkih@atlasexcavating.com>
Sent: Thursday, April 16, 2020 11:41 AM
To: Louis Caito
Cc: Stacia Dierdorf; com-inbound-service-area-21@us02.procoretech.com
Subject: Service Area 21 Cost Breakdown

Louie,

Normally Atlas does not give out our bid information, but in light of the circumstances here is a breakdown for the creek crossing items. I have included S&S numbers in the total to show that it matches the bid items.

Bid Item	Description	
16	**8"/6" Parallel Force Main – Directional Drill for Wildcat Creek Crossing**	
	Atlas Cost	
	29,375	Material – pipe, tracer wire, aggregate, testing materials
	25,926	Connections/Move Equipment
	24,337	Water Control, Supervision, Dump Fees, Saw Cutting, Incidentals
	3,600	Excavate pits and backfill
	3,125	Testing
	46,226	S&S Directional Bore
	1,168	Bond
	133,757	Subtotal
	20,064	Markup
	153,821	**Total Bore Cost**
35	**14" Water Main – Directional Drill for Wildcat Creek Crossing**	
	Atlas Cost	
	47,304	Material – pipe, tracer wire, aggregate, testing materials
	38,500	Connections/Move Equipment
	41,057	Water Control, Supervision, Dump Fees, Saw Cutting, Incidentals
	3,600	Excavate pits and backfill
	3,000	Testing
	41,536	S&S Directional Bore
	1,309	Bond
	176,306	Subtotal
	26,446	Markup
	202,752	**Total Bore Cost**

Please let me know what questions you have.

Thanks,

Nikki Hauser
Atlas Excavating, Inc.
4740 Swisher Road
West Lafayette, IN 47906
Phone: (765)429-4800
Fax: (765)429-8034

S & S Directional Boring
01 116 County Road 17
Bryan OH 43506-8849
Phone: (419) 630-0726
Fax: (419) 636-7437
Email Address: tod@ssdirectionalboring.com

PROPOSAL

Proposal No: P5800
Date: 7/15/2019

Customer:
Atlas Excavating, Inc.
4740 Swisher Street

West Lafayette IN 47906

Project Name: Service Area 21 Water & Sewer Extension Phase 1

Description	Quantity	U/M	Unit Price	Extended Price
Item 11 - 4" Force Main under Schuyler Ave	257.00	LF	16.00	4,112.00
Item 15 - 8" /6" Parallel FM along Schuyler	3,035.00	LF	48.00	145,680.00
Item 16 - 8"/6" Parallel FM for Wildcat Creek	737.00	LF	58.00	42,746.00
Item 18 - 8" / 6"Parallel FM	652.00	LF	48.00	31,296.00
Item 29 - 8" Water main under Schuyler Ave	306.00	LF	35.00	10,710.00
Item 31 - 6" Water main under Schuyler Ave	101.00	LF	30.00	3,030.00
Item 34 - 14" Water main	1,450.00	LF	48.00	69,600.00
Item 35 - 14" Water Main under Wildcat Creek	704.00	LF	59.00	41,536.00

Atlas to supply:

Permits, Staking, Testing, Final Restoration.

Materials.

Backfill materials for our hydro utility excavation locates.

Hard pavement cutting as required & replacement. (bore lenghts of 500' - 750')

Connections.

Dump site for excess drilling fluids.

Water source.

Materials moved to bore locations.

S&S to supply:

Utility locates.

Vac truck.

36x50 directional boring machine.

Excavator, Dump truck for our needs, loader.

Fusion of HDPE and fusion equipment.

S & S Directional Boring
01 116 County Road 17
Bryan OH 43506-8849
Phone: (419) 630-0726
Fax: (419) 636-7437
Email Address: tod@ssdirectionalboring.com

PROPOSAL

Proposal No: P5800
Date: 7/15/2019

Customer:
Atlas Excavating, Inc.
4740 Swisher Street

West Lafayette IN 47906

Project Name: Service Area 21 Water & Sewer Extension Phase 1

Description	Quantity	U/M	Unit Price	Extended Price
Union labor force with prevailing wage reports as needed.				

This quote is good for 30 Days **Proposal Total:** 348,710.00

Please sign, date and return for acceptance. Fax Number (419) 636-7437. _____

Terms: Net 30

Nikki Hauser <nikkih@atlasexcavating.com>

RE: Service Area 21 Conditions

1 message

Jerry K Watson III <jerryk@daystardrilling.com> Mon, Apr 20, 2020 at 2:14 PM
To: Nikki Hauser <nikkih@atlasexcavating.com>
Cc: Stacia Dierdorf <StaciaD@atlasexcavating.com>, "com-inbound-service-area-21@us02.procoretech.com" <com-inbound-service-area-21@us02.procoretech.com>

Nikki,

Sorry about that. Normal language that was not removed. I understand that we will be drilling in very adverse ground conditions and that we will be encountering wet, sandy, cobble ridden ground.

Let me know if anything further is needed.

Thanks!

Jerry K. Watson III

Daystar Directional Drilling Inc.

Cell.317.797.1148

Office.317.773.7455

Fax. 866.485.7193

www.daystardrilling.com

Higher Standards-Superior Results

From: Nikki Hauser <nikkih@atlasexcavating.com>
Sent: Monday, April 20, 2020 2:07 PM
To: Jerry K Watson III <jerryk@daystardrilling.com>
Cc: Stacia Dierdorf <StaciaD@atlasexcavating.com>; com-inbound-service-area-21@us02.procoretech.com
Subject: Service Area 21 Conditions

Jerry,

We spoke earlier today about the following language in your proposal: "This was given under normal ground conditions. The price will be adjusted if abnormal conditions exist..."

Please confirm that you are aware that rocks and boulders have been encountered previously and that we shared the soil bores, photos and videos with you regarding the conditions? The City had some concerns with the language in the proposal and want to make sure you are aware of this.

Please let me know if you have any concerns.

Thanks,

Nikki Hauser
Atlas Excavating, Inc.

4740 Swisher Road

West Lafayette, IN 47906
Phone: (765)429-4800
Fax: (765)429-8034

CITY OF
LAFAYETTE

WORK DIRECTIVE CHANGE

WDC No.:	006
Date:	5/28/20
Contract No.:	2018-048
Project Name:	Service Area 21 Water and Sewer Extension – Phase 1

TO: Nikki Hauser
Atlas Construction
4740 Swisher Road
West Lafayette, IN 47906

Specification Reference: 01045, 01150, 01200, 02513, 02540, 02710, 02722, 03100, 03300, and 03370

Drawing Reference: C402, C403, C404, C701, C702, C703, and C803

Identification of Attachments: Atlas Excavating, Inc.'s proposal dated May 28, 2020

DESCRIPTION OF WORK COVERED BY THIS CONSTRUCTION CHANGE DIRECTIVE:

Lafayette Renew requested Atlas Excavating, Inc. (AEI) restore the drive approaches on a T&M basis and the surface milling and HMA restoration outside of the water and sanitary force main trench restoration limits on a price per SY basis, along Schuyler Avenue. This work includes all added costs and credits for labor, materials, equipment, and incidentals to complete drive approach and pavement restoration along Schuyler Avenue in accordance with the Contract Documents and AEI's attached proposal dated May 28, 2020.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
TBD	T&M for Concrete Drive Replacement	1 LSUM	$5,977.00	$5,977.00
TBD	T&M for Asphalt Drive Replacement	1 LSUM	$22,709.00	$22,709.00
TBD	Milling and HMA Surface Installation – Schuyler Avenue	471.4 SY	$44.29	$20,878.31
22	Asphalt Drive Replacement Force Main	-30 LF	-$108.00	-$3,240.00
37	Asphalt Drive Replacement Water Main	-235 LF	-$108.00	-$25,380.00
38	Concrete Drive Replacement Water Main	-20 LF	-$288.00	-$5,760.00
			TOTAL COST	$15,184.31

REASON FOR THIS ORDER: The project team determined that drive approach and surface pavement restoration outside of the limits required by the original contract was necessary once construction along Schuyler Avenue was completed. Lafayette Renew requested AEI complete the drive approaches on a T&M basis and provide credits for the original contract amounts to ensure accurate compensation for the drive approach restoration. AEI provided SY unit pricing for the milling and surface HMA restoration outside of the water and sanitary force main trench limits along Schuyler Avenue. Overall, AEI incurred additional costs to complete the drive approach and pavement restoration along Schuyler Avenue and shall be paid in accordance with the additional pay items listed above.

AUTHORIZATION:

THIS WORK CONSTRUCTION CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **$15,184.31** will be issued to the Contractor in the near future to cover this Work Directive Change.

CHANGES TO PROJECT COMPLETION DATES: UNCHANGED

CONTRACTOR: ATLAS EXCAVATING, INC.	OWNER: LAFAYETTE RENEW
By: Nikki Hauser	By:
Its Duly Authorized Representative	Its Duly Authorized Representative
Nikki Hauser, Project Manager	BRAD W TALLEY SUPERINTENDENT
Printed Name and Title	Printed Name and Title

May 28, 2020

Louie Caito, PE
Christopher B. Burke Engineering, LLC
115 West Washington Street, Suite 1368
Indianapolis, IN 46204

Reference : Service Area 21 Water & Sewer Extension Phase I

Subject: Asphalt Repair

Mr. Caito:

On May 18, 2020 a meeting was held onsite at Schuyler Avenue with Christopher Burke, Lafayette Renew and Atlas to discuss the asphalt repair. A summary of what was discussed and agreed to is provided below.

Delete the following pay items –

Item	Description	Quantity	Unit	Unit Price	Extended Price
22	Asphalt Drive Replacement Force Main	30	LF	108.00	(3,240)
37	Asphalt Drive Replacement Water Main	235	LF	108.00	(25,380)
38	Concrete Drive Replacement Water Main	20	LF	288.00	(5,760)
				Total Deduct	(34,380)
Add T&M for Concrete Drive		1	LS	5,977	5,977
Add T&M for Asphalt Drives		1	LS	22,709	22,709
				Total T&M Drives	28,686
				Drive Repair Credit	(5,694)
21	Pavement Replace Force Main			Paid plan quantity	
36	Pavement Replace Water Main			Paid plan quantity	

Pavement replace quantity agreed upon was 1264.4 SY
Atlas will pay 793 SY of the agreed quantity, with Lafayette Renew paying the remaining balance of 471.4 SY.

Lafayette Renew asphalt	471.4 SY X $44.29/sy	20,878
	Total Contract Add	**15,184**

Please let me know if you have any questions regarding this information.

Respectfully,

Nikki Hauser
Project Manager
Atlas Excavating, Inc.

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034

Equal Opportunity Employer

S19-13 Lafayette Service Area 21
T&M 2106

Concrete Drives		
5/1/2020	$ 2,889.93	
5/4/2020	$ 2,229.77	
	$ 5,119.70	
Tony's Prep Time	$ 6,002.09	
/	7	# of Drives
	$ 857.44	
	$ 5,119.70	T&M Subtotal
	$ 857.44	1 Concrete Drive
Concrete Drive Total	**$ 5,977.14**	

Aspahlt Drives		
	$ 17,564.40	Asphalt Subtotal
Tony's Prep Time	$ 6,002.09	
/	7	# of Drives
	$ 857.44	
	$ 17,564.40	Asphalt Subtotal
	$ 5,144.65	6 Asphalt Drives
Aspahlt Drive Total	**$ 22,709.05**	

Atlas Project No. / Name: S19-13; Service Area 21 Water & Sewer Extension Phase 1
Atlas Change Order No: 2106
Date Work Completed: 05/01/20
Description of Work:

At 266 Schuyler Ave tear out, form up and pour half of drive, finish

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2020 - April 1, 2021
Labor (274)	1	$ 47.53	8	$ 60.08		$ 72.63		$ 380.24	
Operator (103)	1	$ 65.20	8	$ 83.48		$ 101.75		$ 521.60	
Foreman	1	$ 76.05	8	$ 95.86	1	$ 115.67		$ 704.26	

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.41		$0.00
JD 85 Excavator		$82.13		$0.00
HitachiZAXIS 120 Excavator		$99.76		$0.00
JD 135 Excavator		$92.92		$0.00
JD 160 Excavator		$118.65		$0.00
JD 240 Excavator		$161.77		$0.00
JD 290 Excavator		$186.65		$0.00
JD 350 Excavator		$212.13		$0.00
JD 450 Excavator		$252.43		$0.00
JD 470 Excavator		$318.36		$0.00
JD 850 Excavator		$451.22		$0.00
JD 870 Excavator		$395.67		$0.00
JD 310 Backhoe		$49.38		$0.00
JD 544 Loader		$83.93		$0.00
JD 624 Loader		$98.88		$0.00
JD 744 Loader		$153.37		$0.00
JD Skid Steer Loader		$36.91		$0.00
JD 650 Dozer		$92.21		$0.00
JD 700 Dozer		$97.91		$0.00
JD 750 Dozer		$128.23		$0.00
JD 850 Dozer		$160.83		$0.00
Ingersoll Rand SD100		$59.18		$0.00
Ingersoll Rand SD70		$53.26		$0.00
Volvo SD116F		$87.58		$0.00
Wacker Neuson RD27-120		$39.05		$0.00
Volvo Articulated Truck		$165.75		$0.00
JD 762 Scraper		$73.78		$0.00
JD 862 Scraper		$114.87		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.72		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck	1	$34.55	8	$276.40
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -

MATERIALS

Materials Used	Qty Ea	Rate	Extension
IMI INVOICE #10847380	1	$ 605.25	$ 605.25
MENARDS RECEIPT	1	$ 25.23	$ 25.23
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.52		$ -
2" Trash Pump		$ 7.28		$ -
3" Electric Pump		$ 7.19		$ -
3" Trash pump		$ 11.29		$ -
6" Diesel Pump		$ 50.72		$ -
5.6 kw Generator		$ 5.25		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.98		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 16.78		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Billing Summary	
Labor	$ 1,606.10
Equipment & Small Tools	276.40
Material	$ 630.48
Subtotal	$ 2,512.98
Mark-up 15%	$ 376.95
Subcontractors	$ -
Subtotal	$ -
Mark-up 5%	$ -
Total	$ 2,889.93
Bond Rate if needed @ 1.6%	

***Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission**

Atlas Project No. / Name: Service area 21
Atlas Change Order No:
Date Work Completed: 05/01/2020
Description of Work:

At 266 schyler ave tear out , form up and pour half of drive , finish

LABOR*

Trade	Qty Ea	Reg Hours	OT Hours	Double Time Hours		
Labor	1	8				
Operator	1	8				
Foreman	1	8	1			

EQUIPMENT - (Operator not included)		
Description	Qty Ea	Hours
JD 75 Excavator		
JD 85 Excavator		
HitachiZAXIS 120 Excavator		
JD 135 Excavator		
JD 160 Excavator		
JD 240 Excavator		
JD 290 Excavator		
JD 350 Excavator		
JD 450 Excavator		
JD 470 Excavator		
JD 850 Excavator		
JD 870 Excavator		
JD 310 Backhoe		
JD 544 Loader		
JD 624 Loader		
JD 744 Loader		
JD Skid Steer Loader		
JD 650 Dozer		
JD 700 Dozer		
JD 750 Dozer		
JD 850 Dozer		
Ingersoll Rand SD100		
Ingersoll Rand SD70		
Volvo SD116F		
Wacker Neuson RD27-120		
Volvo Articulated Truck		
JD 762 Scraper		
JD 862 Scraper		
JD 8650 4WD Tractor		
Finn T-60 Hydroseeder		
Pipe Van		
Pick up Truck	1	8
Lowboy		
Hoe Pack for Compaction		
Broce RC-350 Sweeper		
Single Axle Dump Truck		

MATERIALS	
Materials Used	Qty Ea

Small Tools	Qty Ea	Hours
14" Cut-off Saw		
2" Electric Pump		
2" Trash Pump		
3" Electric Pump		
3" Trash pump		
6" Diesel Pump		
5.6 kw Generator		
Air Compressor		
Chain Saw		
R1-1/12 Hammer Drill		
Walk Behind Saw		
20-50 kw Generator		
Manhole Box		
Pipe Laser		
Trench Box		
Manhole Fan		
Core Drill		
Rotating Laser		
Stone Box		
Road Plate - Steel		
GPS Rover		
GPS Base		
GPS for Dozer		

Subcontractors		
Description	Qty Ea	Extension
Vac Truck		
Triaxle Trucking		

Inspector Notes:

Foreman Signature

Inspector Signature

Irving Materials, Inc.
P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048
Phone (317) 326-3101
Fax (317) 326-3105
www.irvmat.com

INVOICE

Page # 1

For billing questions, please call our office at (317) 326-3101

Customer No.	Invoice Date	Invoice No.
80485	05/01/2020	10847380
Total Due if Paid by	06/10/2020	$605.25
Total Due if Paid after	06/10/2020	$621.00

ATLAS EXCAVATING INC
4740 SWISHER RD
W LAFAYETTE IN 47906

Delivery Address
IN FRONT OF CAMPER STORE.ON 25

Thank You for Your Business!

P.O. No.	Job No.	Project No.	Order No.
S1913006	S19-13 SERV	809399	2105

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
116	4001CC	4000-A-C-STONE- CLASS A	5.25	cy	109.00	572.25
116	15000	LOW AIR	5.25	/y	0.00	0.00
116	49902	F70 CFORCE COMMERCIAL MICRO	5.25	/y	7.00	36.75
116	31	ENVIRONMENTAL FEE	1.00	ea	12.00	12.00
* 11659134						

2106

Discount	If Paid By	Total Quantity	Subtotal	Sales Tax	INVOICE TOTAL
$15.75	06/10/2020	5.25 cy	$621.00	$.00	$621.00

FM01 (08/13)

Retain this portion for your records.

Detach here and return with your payment

Irving Materials, Inc.
P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048

Customer No.	Invoice Date	Invoice No.
80485	05/01/2020	10847380
Total Due if Paid by	06/10/2020	$605.25
Total Due if Paid after	06/10/2020	$621.00

Amount Enclosed

Make check payable to Irving Materials, Inc.

0 1 0 1 0 6

ATLAS EXCAVATING INC
4740 SWISHER RD
W LAFAYETTE IN 47906

Remit To:

Irving Materials, Inc.
PO BOX 7048, GROUP #2
INDIANAPOLIS, IN 46207-7048

Use Your BIG CARD 2% REBATE

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 07/30/20

If you have questions regarding the charges on your receipt, please email us at:
MLAFfrontend@menards.com

Sale Transaction

30 DUPLEX Nail
2294360 2 @11.79 23.58

Menard Commercial Card 1130 25.23
002843
Swiped
PO #

TOTAL NUMBER OF ITEMS = 2

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
541

519-13
2106

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Katie

4374 08 3581 05/01/20 08:52AM 3511

Atlas Project No. / Name: S19-13; Service Area 21 Water & Sewer Extension Phase 1
Atlas Change Order No: 2106
Date Work Completed: 05/04/20
Description of Work:

Pour remaining half of drive at 266 Schuyler. Wreck forms demob

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2020 - April 1, 2021
Labor (274)	1	$ 47.53	6	$ 60.08		$ 72.63		$ 285.18	
Operator (103)	1	$ 65.20	6	$ 83.48		$ 101.75		$ 391.20	
Foreman	1	$ 76.05	6	$ 95.86		$ 115.67		$ 456.30	

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.41		$0.00
JD 85 Excavator		$82.13		$0.00
HitachiZAXIS 120 Excavator		$99.76		$0.00
JD 135 Excavator		$92.92		$0.00
JD 160 Excavator		$118.65		$0.00
JD 240 Excavator		$161.77		$0.00
JD 290 Excavator		$186.65		$0.00
JD 350 Excavator		$212.13		$0.00
JD 450 Excavator		$252.43		$0.00
JD 470 Excavator		$318.36		$0.00
JD 850 Excavator		$451.22		$0.00
JD 870 Excavator		$395.67		$0.00
JD 310 Backhoe		$49.38		$0.00
JD 544 Loader		$83.93		$0.00
JD 624 Loader		$98.88		$0.00
JD 744 Loader		$153.37		$0.00
JD Skid Steer Loader		$36.91		$0.00
JD 650 Dozer		$92.21		$0.00
JD 700 Dozer		$97.91		$0.00
JD 750 Dozer		$128.23		$0.00
JD 850 Dozer		$160.83		$0.00
Ingersoll Rand SD100		$59.18		$0.00
Ingersoll Rand SD70		$53.26		$0.00
Volvo SD116F		$87.58		$0.00
Wacker Neuson RD27-120		$39.05		$0.00
Volvo Articulated Truck		$165.75		$0.00
JD 762 Scraper		$73.78		$0.00
JD 862 Scraper		$114.87		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.72		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck	1	$34.55	5	$172.75
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -

MATERIALS

Materials Used	Qty Ea	Rate	Extension
IMI INVOICE #10848343	1	$ 633.50	$ 633.50
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.52		$ -
2" Trash Pump		$ 7.28		$ -
3" Electric Pump		$ 7.19		$ -
3" Trash pump		$ 11.29		$ -
6" Diesel Pump		$ 50.72		$ -
5.6 kw Generator		$ 5.25		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.98		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 16.78		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Billing Summary	
Labor	$ 1,132.68
Equipment & Small Tools	172.75
Material	$ 633.50
Subtotal	$ 1,938.93
Mark-up 15%	$ 290.84
Subcontractors	$ -
Subtotal	$ -
Mark-up 5%	$ -
Total	$ 2,229.77
Bond Rate if needed @ 1.6%	

***Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission**

Atlas Project No. / Name: Service area 21
Atlas Change Order No:
Date Work Completed: 05/04/2020
Description of Work:

Pour remaining half of drive at 266 schyler
Wreck forms demob

LABOR*

Trade	Qty Ea	Reg Hours	OT Hours	Double Time Hours		
Labor	1	6				
Operator	1	6				
Foreman	1	6				

EQUIPMENT - (Operator not included)		
Description	Qty Ea	Hours
JD 75 Excavator		
JD 85 Excavator		
HitachiZAXIS 120 Excavator		
JD 135 Excavator		
JD 160 Excavator		
JD 240 Excavator		
JD 290 Excavator		
JD 350 Excavator		
JD 450 Excavator		
JD 470 Excavator		
JD 850 Excavator		
JD 870 Excavator		
JD 310 Backhoe		
JD 544 Loader		
JD 624 Loader		
JD 744 Loader		
JD Skid Steer Loader		
JD 650 Dozer		
JD 700 Dozer		
JD 750 Dozer		
JD 850 Dozer		
Ingersoll Rand SD100		
Ingersoll Rand SD70		
Volvo SD116F		
Wacker Neuson RD27-120		
Volvo Articulated Truck		
JD 762 Scraper		
JD 862 Scraper		
JD 8650 4WD Tractor		
Finn T-60 Hydroseeder		
Pipe Van		
Pick up Truck	1	6
Lowboy		
Hoe Pack for Compaction		
Broce RC-350 Sweeper		
Single Axle Dump Truck		

MATERIALS	
Materials Used	Qty Ea

Small Tools	Qty Ea	Hours
14" Cut-off Saw		
2" Electric Pump		
2" Trash Pump		
3" Electric Pump		
3" Trash pump		
6" Diesel Pump		
5.6 kw Generator		
Air Compressor		
Chain Saw		
R1-1/12 Hammer Drill		
Walk Behind Saw		
20-50 kw Generator		
Manhole Box		
Pipe Laser		
Trench Box		
Manhole Fan		
Core Drill		
Rotating Laser		
Stone Box		
Road Plate - Steel		
GPS Rover		
GPS Base		
GPS for Dozer		

Subcontractors		
Description	Qty Ea	Extension
Vac Truck		
Triaxle Trucking		

Inspector Notes:

Foreman Signature

Inspector Signature

Irving Materials, Inc.

P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048
Phone (317) 326-3101
Fax (317) 326-3105
www.irvmat.com

INVOICE

Page # 1

Customer No.	Invoice Date	Invoice No.
80485	05/04/2020	10848343
Total Due if Paid by	06/10/2020	$633.50
Total Due if Paid after	06/10/2020	$650.00

For billing questions, please call our office at (317) 326-3101

ATLAS EXCAVATING INC
4740 SWISHER RD
W LAFAYETTE IN 47906

Delivery Address
IN FRONT OF CAMPER STORE ON 25

Thank You for Your Business!

P.O. No.	Job No.	Project No.	Order No.
S1913006	S19-13 SERV	809399	1625

Plant	Item No.	Description	Qty	UOM	Price	Extended Amount
116	~~1001CC~~	4000-A-C-STONE- CLASS A	5.50	cy	109.00	599.50
116	15000	LOW AIR	5.50	/y	0.00	0.00
116	49902	F70 CFORCE COMMERCIAL MICRO	5.50	/y	7.00	38.50
116	31	ENVIRONMENTAL FEE	1.00	ea	12.00	12.00
*	11659168					

2106

Discount	If Paid By	Total Quantity	Subtotal	Sales Tax	INVOICE TOTAL
$16.50	06/10/2020	5.50 cy	$650.00	$.00	$650.00

FM01 (08/13)

Retain this portion for your records.

Detach here and return with your payment

Irving Materials, Inc.

P.O. Box 7048, Group #2
Indianapolis, IN 46207-7048

Customer No.	Invoice Date	Invoice No.
80485	05/04/2020	10848343
Total Due if Paid by	06/10/2020	$633.50
Total Due if Paid after	06/10/2020	$650.00

Amount Enclosed

Make check payable to Irving Materials, Inc.

010104

ATLAS EXCAVATING INC
4740 SWISHER RD
W LAFAYETTE IN 47906

Remit To:

Irving Materials, Inc.
PO BOX 7048, GROUP #2
INDIANAPOLIS, IN 46207-7048

Atlas Project No. / Name: S19-13; Service Area 21 Water & Sewer Extension Phase 1
Atlas Change Order No:
Date Work Completed:
Description of Work:

Asphalt Drive -Milestone work

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2020 - April 1, 2021
Labor (274)		$ 47.53		$ 60.08		$ 72.63		$ -	
Operator (103)		$ 65.20		$ 83.48		$ 101.75		$ -	
Foreman		$ 76.05		$ 95.86		$ 115.67		$ -	

EQUIPMENT - (Operator not Included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.41		$0.00
JD 85 Excavator		$82.13		$0.00
HitachiZAXIS 120 Excavator		$99.76		$0.00
JD 135 Excavator		$92.92		$0.00
JD 160 Excavator		$118.65		$0.00
JD 240 Excavator		$161.77		$0.00
JD 290 Excavator		$186.65		$0.00
JD 350 Excavator		$212.13		$0.00
JD 450 Excavator		$252.43		$0.00
JD 470 Excavator		$318.36		$0.00
JD 850 Excavator		$451.22		$0.00
JD 870 Excavator		$395.67		$0.00
JD 310 Backhoe		$49.38		$0.00
JD 544 Loader		$83.93		$0.00
JD 624 Loader		$98.88		$0.00
JD 744 Loader		$153.37		$0.00
JD Skid Steer Loader		$36.91		$0.00
JD 650 Dozer		$92.21		$0.00
JD 700 Dozer		$97.91		$0.00
JD 750 Dozer		$128.23		$0.00
JD 850 Dozer		$160.83		$0.00
Ingersoll Rand SD100		$59.18		$0.00
Ingersoll Rand SD70		$53.26		$0.00
Volvo SD116F		$87.58		$0.00
Wacker Neuson RD27-120		$39.05		$0.00
Volvo Articulated Truck		$165.75		$0.00
JD 762 Scraper		$73.78		$0.00
JD 862 Scraper		$114.87		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.72		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck		$34.55		$0.00
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

MATERIALS

Materials Used	Qty Ea	Rate	Extension
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.52		$ -
2" Trash Pump		$ 7.28		$ -
3" Electric Pump		$ 7.19		$ -
3" Trash pump		$ 11.29		$ -
6" Diesel Pump		$ 50.72		$ -
5.6 kw Generator		$ 5.25		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.98		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 16.78		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -
Milestone Contractors LP	408	SY	41	$ 16,728.00

Billing Summary		
Labor	$	-
Equipment & Small Tools		-
Material	$	-
Subtotal	$	-
Mark-up 15%	$	-
Subcontractors	$	16,728.00
Subtotal	$	16,728.00
Mark-up 5%	$	836.40
Total	**$**	**17,564.40**
Bond Rate if needed @ 1.6%		

***Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission**

Atlas Project No. / Name: S19-13; Service Area 21 Water & Sewer Extension Phase 1
Atlas Change Order No: 2106
Date Work Completed: 5/4/2020 & 5/5/20
Description of Work:

Tony core out of drives

LABOR*

Trade	Qty Ea	Straight Time	Hours	Time & One Half	Hours	Double Time	Hours	Extension	Rates good through April 1, 2020 - April 1, 2021
Labor (274)	3	$ 47.53	8	$ 60.08		$ 72.63		$ 1,140.72	
Operator (103)	2	$ 65.20	8	$ 83.48		$ 101.75		$ 1,043.20	
Foreman	1	$ 76.05	8	$ 95.86		$ 115.67		$ 608.40	

EQUIPMENT - (Operator not included)

Description	Qty Ea	Hrly Rate	Hours	Extension
JD 75 Excavator		$79.41		$0.00
JD 85 Excavator		$82.13		$0.00
HitachiZAXIS 120 Excavator		$99.76		$0.00
JD 135 Excavator		$92.92		$0.00
JD 160 Excavator	1	$118.65	8	$949.20
JD 240 Excavator		$161.77		$0.00
JD 290 Excavator		$186.65		$0.00
JD 350 Excavator		$212.13		$0.00
JD 450 Excavator		$252.43		$0.00
JD 470 Excavator		$318.36		$0.00
JD 850 Excavator		$451.22		$0.00
JD 870 Excavator		$395.67		$0.00
JD 310 Backhoe		$49.38		$0.00
JD 544 Loader	1	$83.93	8	$671.44
JD 624 Loader		$98.88		$0.00
JD 744 Loader		$153.37		$0.00
JD Skid Steer Loader		$36.91		$0.00
JD 650 Dozer		$92.21		$0.00
JD 700 Dozer		$97.91		$0.00
JD 750 Dozer		$128.23		$0.00
JD 850 Dozer		$160.83		$0.00
Ingersoll Rand SD100		$59.18		$0.00
Ingersoll Rand SD70		$53.26		$0.00
Volvo SD116F		$87.58		$0.00
Wacker Neuson RD27-120		$39.05		$0.00
Volvo Articulated Truck		$165.75		$0.00
JD 762 Scraper		$73.78		$0.00
JD 862 Scraper		$114.87		$0.00
JD 8650 4WD Tractor		$87.20		$0.00
Finn T-60 Hydroseeder		$22.72		$0.00
Pipe Van		$30.00		$0.00
Pick up Truck	1	$34.55	5	$172.75
Lowboy		$190.00		$0.00
Hoe Pack for Compaction		$26.12		$0.00
Broce RC-350 Sweeper		$41.96		$0.00
Single Axle Dump Truck		$49.12		$0.00

Subcontractors

Description	Qty Ea	Hrly Rate	Hours	Extension
Vac Truck		$ 240.00		$ -
Triaxle Trucking		$ 95.00		$ -

MATERIALS

Materials Used	Qty Ea	Rate	Extension
IMI INVOICE #10848343	1	$ 633.50	$ 633.50
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -

Small Tools	Qty Ea	Hourly Rate	Hours	Extension
14" Cut-off Saw		$ 5.81		$ -
2" Electric Pump		$ 4.52		$ -
2" Trash Pump		$ 7.28		$ -
3" Electric Pump		$ 7.19		$ -
3" Trash pump		$ 11.29		$ -
6" Diesel Pump		$ 50.72		$ -
5.6 kw Generator		$ 5.25		$ -
Air Compressor		$ 12.65		$ -
Chain Saw		$ 5.22		$ -
R1-1/12 Hammer Drill		$ 3.98		$ -
Walk Behind Saw		$ 23.26		$ -
20-50 kw Generator		$ 16.78		$ -
Manhole Box		$ 17.13		$ -
Pipe Laser		$ 9.38		$ -
Trench Box		$ 23.63		$ -
Manhole Fan		$ 3.00		$ -
Core Drill		$ 9.75		$ -
Rotating Laser		$ 11.25		$ -
Stone Box		$ 10.63		$ -
Road Plate - Steel		$ 15.00		$ -
GPS Rover		$ 25.00		$ -
GPS Base		$ 12.50		$ -
GPS for Dozer		$ 62.50		$ -

Billing Summary	
Labor	$ 2,792.32
Equipment & Small Tools	1,793.39
Material	$ 633.50
Subtotal	$ 5,219.21
Mark-up 15%	$ 782.88
Subcontractors	$ -
Subtotal	$ -
Mark-up 5%	$ -
Total	**$ 6,002.09**
Bond Rate if needed @ 1.6%	

***Any Equipment, subcontractors, small tools, etc. not listed above will be added at time of submission**

CITY OF
LAFAYETTE

WORK DIRECTIVE CHANGE

WDC No.:	007
Date:	6/3/20
Contract No.:	2018-048
Project Name:	Service Area 21 Water and Sewer Extension – Phase 1

TO: Nikki Hauser
Atlas Construction
4740 Swisher Road
West Lafayette, IN 47906

Specification Reference: 01150, 01078, 02200, 02221, 02350, 02540, and 02710

Drawing Reference: C401, C802, C902, and C905

Identification of Attachments: Atlas Excavating, Inc.'s proposal dated June 1, 2020

DESCRIPTION OF WORK COVERED BY THIS CONSTRUCTION CHANGE DIRECTIVE:

Atlas Excavating, Inc. (AEI) proposed completing the 8 and 6-inch TR Flex DIP sanitary force main installation utilizing open cut in lieu of the originally planned directional boring between stations 0+00 and 1+57, within the Norfolk and Southern railroad property. This work includes all added costs and credits for labor, materials, equipment, and incidentals to complete the 8 and 6-inch sanitary force through the means of open cut in lieu of directional boring in accordance with the Contract Documents and AEI's attached proposal dated June 1, 2020.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
TBD	Cost Difference of 8"/6" C900 PVC vs. TR Flex DIP	1 LSUM	$5,097.79	$5,097.79
13	8"/6" Parallel Force Main – Native Backfill	+157 LF	$68.00	$10,676.00
18	8"/6" Parallel Force Main – Directional Drill on Railroad Property	-157 LF	$219.00	-$34,383.00
			TOTAL CREDIT	$18,609.21

REASON FOR THIS ORDER: AEI's subcontractor, S&S Directional Boring, was not able to complete the portion of 8 and 6-inch TR Flex DIP sanitary force mains between stations 0+00 and 1+57, within the Norfolk and Southern railroad property, utilizing directional boring. AEI proposed completing the remain portions of the 8 and 6-inch TR Flex DIP sanitary force mains utilizing open cut installation. The project team was able to have approval granted from Norfolk and Southern to install the portions of 8 and 6-inch TR Flex DIP sanitary force mains utilizing

open cut methods between stations 0+00 and 1+57. AEI and Lafayette Renew agreed to use contract pay items 13, 18, and the force main material price differences of those items to cover the costs for the 8 and 6-inch TR Flex DIP sanitary force main installation changes. The 8 and 6-inch TR Flex DIP sanitary force main installation changes resulted in an overall project savings and shall be credited to Lafayette Renew in accordance with the pay items listed above.

AUTHORIZATION:

THIS WORK CONSTRUCTION CHANGE DIRECTIVE AUTHORIZES THE WORK TO BE COMPLETED AS OUTLINED. A Contract Change Order in the amount of **($18,609.21)** will be issued to the Contractor in the near future to cover this Work Directive Change.

CHANGES TO PROJECT COMPLETION DATES: UNCHANGED

CONTRACTOR: ATLAS EXCAVATING, INC.	OWNER: LAFAYETTE RENEW
By: Nikki Hauser	By:
Its Duly Authorized Representative	Its Duly Authorized Representative
Nikki Hauser, Project Manager	BRAD W TALLEY SUPERINTENDENT
Printed Name and Title	Printed Name and Title

June 1, 2020

Louie Caito, PE
Christopher B. Burke Engineering, LLC
115 West Washington Street, Suite 1368
Indianapolis, IN 46204

Reference : Service Area 21 Water & Sewer Extension Phase I

Subject: Asphalt Repair

Mr. Caito:

On April 17, 2020 Norfolk Southern approved Atlas to install the remaining 157' of 6" & 8" TR Flex dual force main by open cut method. Since there was not a pay item for this work it was agreed to by Atlas, CBBEL and the Lafayette Renew to pay for the work under item 13- 8"/6" Parallel Force Main – Native Backfill and reimburse for the difference in the cost of the pipe.

Item	Description	Quantity	Unit	Unit Price	Extended Price
Delete 157 lf from the following pay item –					
18	8"/6" Parallel Force Main Directional Drill on Railroad Property	-157	LF	219.00	(34,383)
				Total Deduct	(34,383)
Add 157 lf to the following pay item –					
13	8"/6" Parallel Force Main – Native Backfill	157	LF	68.00	10,676
				Total T&M Drives	10,676
		Credit for pipe installed via open cut			(23,707)

Price Difference TR Flex vs C900 PVC Pipe					
8" TR Flex	24.58				
8" C900 DR18	6.79				
	17.79	X	157 lf	$2,793.03	
6" TR Flex	18.59				
6" C900 DR18	3.91				
	14.68	X	157 lf	$2,304.76	
	Difference in pipe price				5,098
				Total Contract Deduct	**(18,609)**

Please let me know if you have any questions regarding this information.

Respectfully,
Nikki Hauser
Project Manager
Atlas Excavating, Inc.

4740 SWISHER ROAD, WEST LAFAYETTE, IN 47906

PHONE: (765) 429-4800 FAX: (765) 429-8034

Equal Opportunity Employer

Service Area 21

Item 18 - 8"/6" Parallel Force Main - Directional Drill on Railroad property 157' completed as Open Cut billed under item 13 - Price difference in TR Flex pipe and C900 PVC pipe

			Pipe Installed		
8" TR Flex	24.58				
8" C900 DR18	6.79				
Price Difference	**17.79**	x	157	$	2,793.03
6" TR Flex	18.59				
6" C900 DR18	3.91				
Price Difference	**14.68**	x	157	$	2,304.76
				$	**5,097.79**

DUPLICATE

INVOICE

1030 Craig Park Court
St. Louis, MO 63146

Invoice #	L465762
Invoice Date	11/07/19
Account #	081014
Sales Rep	JONATHAN HIOTT
Phone #	317-271-1463
Branch #430	Indianapolis, IN
Total Amount Due	$20,373.60

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

ATLAS EXCAVATING
4740 SWISHER RD BLDG A
WEST LAFAYETTE IN 47906 9782

Shipped To:
SERVICE AREA WATER AND SEWER
SR RD 25 & I65
TONY 765-479-8183
LAFAYETTE, IN

CUSTOMER JOB- SERVICE SERVICE AREA

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
10/31/19	11/06/19	S1913001	SERVICE AREA	SERVICE		CORE & MAIN LP	L465762

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
020418W	4 C900 DR18 PVC PIPE (G) 20' PC235 BID SEQ# 1670	180	180		1.98000	FT	356.40
020618W	6 C900 DR18 PVC PIPE (G) 20' PC235 BID SEQ# 1680	1880	1820	60	3.91000	FT	7,116.20
020818W	8 C900 DR18 PVC PIPE (G) 20' PC235 BID SEQ# 1690	1900	1900		6.79000	FT	12,901.00

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30

Subtotal:	20,373.60
Other:	.00
Tax:	.00
Invoice Total:	$20,373.60

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

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DUPLICATE

INVOICE

1030 Craig Park Court
St. Louis, MO 63146

Invoice #	L777214
Invoice Date	1/22/20
Account #	081014
Sales Rep	JONATHAN HIOTT
Phone #	317-271-1463
Branch #430	Indianapolis, IN
Total Amount Due	$28,645.05

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

ATLAS EXCAVATING
4740 SWISHER RD BLDG A
WEST LAFAYETTE IN 47906 9782

Shipped To:
SERVICE AREA WATER AND SEWER
SR RD 25 & I65
TONY 765-479-8183
LAFAYETTE, IN

CUSTOMER JOB- SERVICE SERVICE AREA

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/13/20	1/21/20	S1913001	SERVICE AREA	SERVICE		DIRECT	L777214

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	CORE & MAIN PO#- 9583545						
010650TR	6 TR FLEX CL50 PR350 DI PIPE BID SEQ# 1750	655	655		18.59000	FT	12,176.45
0108350TR	8 TR FLEX PR350 DI PIPE BID SEQ# 1760	670	670		24.58000	FT	16,468.60

Freight	Delivery	Handling	Restock	Misc

Terms: NET 30

Subtotal:	28,645.05
Other:	.00
Tax:	.00
Invoice Total:	$28,645.05

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/

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CITY OF
LAFAYETTE

June 18, 2020

Board of Public Works & Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a Contract Amendment 1 with Greeley and Hansen LLC regarding Combined Sewer Overflow Long Term Control Plan (LTCP) Phase II-C. The scope of this Amendment includes the following tasks:

- General Design Phase
- Long Term Control Plan Updates
- Preliminary Design
- Basis of Design Report
- Final Design
- Asset Management Phase II

Greeley and Hansen LLC will perform this work for a not-to-exceed increase of $1,215,640, bringing the total contract amount to $1,408,140. This contract was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY
1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

AMENDMENT NO. 1
to
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

between

CITY OF LAFAYETTE, INDIANA

and

GREELEY AND HANSEN

This AMENDMENT NO. 1 is made on the _____ day of June in the year 2020, to modify the AGREEMENT dated February 4, 2020, between the City of Lafayette, Indiana, hereinafter referred to as CITY, and Greeley and Hansen LLC, an Illinois Limited Liability Company, with its principal offices at 100 South Wacker Drive, Chicago, Illinois 60606-4003, and a regional office at 7820 Innovation Boulevard, Suite 150, Indianapolis, Indiana 46278, hereinafter referred to as ENGINEER, for additional professional engineering services in connection with the Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP) Phase II-C Pearl River CSO Control Facility, the PROJECT.

The AGREEMENT is hereby amended as follows:

1. Article II.A, Basic Services shall be expanded to include Exhibit A-1, attached as part of this AMENDMENT NO. 1.

2. The method of compensation for Basic Services shall be the same as that described in Paragraph A of Article III for Personnel Services. Article III, Engineer's Compensation, is increased by $1,215,640 as indicated in Exhibit B-1, attached and made part of this AMENDMENT NO. 1. This AMENDMENT NO. 1 increases the total contract value to $1,408,140.

3. Article II.C, Period of Services, is revised as indicated in Exhibit C-1, attached and as such that the work will be substantially complete by July 2021.

4. All other provisions of, and Exhibits to, the AGREEMENT in force prior to the effective date of this AMENDMENT NO. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 to the AGREEMENT to be executed by their duly authorized officers, principals, and employees the day and year first above written.

GREELEY AND HANSEN LLC

Joseph Teusch, PE

Authorized Representative

ATTEST:

Tim Healy, PE

Associate

CITY OF LAFAYETTE, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott

President

Cindy Murray

Member

Norm Childress

Member

Ron Shriner

Member

Amy Moulton

Member

ATTEST:

Mindy Miller

1st Deputy Clerk

AMENDMENT NO. 1 FOR PROFESSIONAL SERVICES

between
CITY OF LAFAYETTE
and
GREELEY AND HANSEN LLC

SCOPE OF ENGINEERING AND OFFICE CONSTRUCTION SERVICES FOR CSO Storage Facility at Pearl River Lift Station

(CSO LTCP – PHASE II-C)

The City of Lafayette's (City) approved Combined Sewer Overflow Long Term Control Plan (CSO LTCP) requires a level of control of four (4) CSO overflows per year. To achieve this level of control, the recommended plan was divided into four sub-phases (Phase II-A, II-B, II-C and II-D). As a component of Phase II-C, the City is required to plan, design and construct a 5.2 million gallon (MG) CSO storage facility by CSO 006 in the area near the Pearl River Lift Station by 2024. The CSO Storage Facility at Pearl River Lift Station (PRLS) is needed to store wet weather flow when the Lafayette Wastewater Treatment Plant (WWTP) is operating at maximum treatment capacity, and then drain to the PRLS when the WWTP has capacity, thereby improving the water quality in the Wabash River by reducing the discharge of *E.coli*, solids and floatables in the river due to CSOs.

This project is the first major project in the second half of the CSO LTCP and is the culmination of many prior projects. The City has worked for over a decade to eliminate bottlenecks in the collection system while expanding storage and conveyance capacity to reduce CSOs. This includes the construction of the Pearl River Lift Station elimination of the Parking Lot Lift Station, construction of the CSO Tunnel from the PRLS to the current City Bus Center and the extension of the Tunnel to Cincinnati St. Later the Brown St. Sewer utilized Railroad Relocation infrastructure and connected to the Tunnel further expanding the storage and conveyance capacity. Just this year the 9th St. Storm Water Pump Station went on line, both separating areas in the combined sewer system as well as utilizing Railroad Relocation infrastructure to store and attenuate storm water flow that would otherwise enter the combined system. Furthermore, countless green infrastructure projects have reduced the storm water entering the combined sewer system and the required storage volume. These include everything from a single homeowner installing a rain barrel to the larger projects like the work along North Street and throughout the downtown.

The potential to combine the Phase II-C and Phase II-D projects of the CSO LTCP into a single larger CSO Storage and Treatment Facility at CSO 006 was evaluated. The concept behind this analysis was to place the HRT facility adjacent to the storage facility at CSO 006 as opposed to CSO 009, thus having a single larger project with the hopes of capturing economies of scale and thus reducing the total cost of the remaining CSO LTCP Projects. However, the results of this

analysis concluded that incorporating HRT with CSO storage at the CSO 006 site would not be cost-competitive. Furthermore, the State disinfection requirements for HRT facilities would essentially create a remote secondary WWTP requiring deliveries, chemical storage, etc. whereas those same disinfection requirements do not exist for the all storage alternative.

Knowing that the project at CSO 006, Pearl River Lift Station, would be storage without any form of HRT a secondary analysis will be performed to confirm the most cost effective type of storage facility. During the design of the recently constructed Greenbush CSO Storage Tank a similar analysis was performed to evaluate constructing a cast-in-place concrete structure versus a post-tension concrete structure. Ultimately a cast-in-place concrete tank was selected. In a similar fashion this scope of work includes an evaluation to compare a cast-in-place concrete tank to the use of large-diameter pipes for in-line CSO storage. Both methods are proven to be effective but have different pros and cons. This analysis will allow Lafayette to select the storage method that best meets the overall needs of the community.

Flow monitoring is currently being conducted to confirm the required storage volume. Twenty-Five (25) flow monitors are installed throughout the City's collection system and the model conversion and recalibration process is underway.

Finally, this mandatory CSO LTCP project will be a driver for redevelopment and new developments for the City. The original LTCP proposed the CSO Storage Facility at PRLS would be located on the north side of PRLS, however this is the only land in that area that is above the 100-Year Floodplain. Therefore, the proposed location of the CSO Storage Facility is shifted to the south and west of PRLS, as shown in Figure 1, to allow for future development along the riverfront. The Wabash River Enhancement Corporation (WREC) and the Wabash Avenue Neighborhood Association (WANA) both have plans for the area, the preliminary layout shown in Figure 1 is an initial effort at building the CSO infrastructure in collaboration and coordination with WREC and WANA so that this site, upon completion of construction, will lay the groundwork for WREC and WANA plans to become reality.

Major project elements are summarized below:

- **Storage Facility –** A storage facility will be installed to collect overflow from the CSO 006 Pearl River and 007 Williams Street Diversion Structures. The storage facility will be preliminarily sized for 5.2 MG of storage. The Pearl River Lift Station electrical room will house electrical and SCADA components.
- **Backflow Prevention –** An improved backflow prevention device will be installed at CSO 009 and the existing backflow prevention maintained at the CSO Storage Facility outfall structure to prevent river water from entering the existing collection system during high river levels.
- **Yard Piping –** Will include modifications to the existing CSO 006 Outfall to facilitate construction while maintaining service without need for temporary flow bypassing and the piping to dewater the CSO Storage Tank.
- **Site Work –** Utility relocation, roads, walks, fencing, grading, and electrical distribution system associated with the above facilities.
- **SCADA –** Control system to monitor and control operations of the screening structure and storage tank.

- **Community Engagement** – Passive education features will be installed, and the potential to incorporate public art with required ventilation will be evaluated in close coordination with WREC and WANA.

A description of how the infrastructure would function is summarized below:

- During a wet weather event when the pumping capacity (18 MGD) of the existing PRLS is exceeded the existing CSO Storage Tunnel begins to fill. If the wet weather event is sufficiently large to fill the CSO Tunnel the excess wet weather flow discharges through existing Romag Screens in the PRLS Screening Structure and then flows to the Pearl River and ultimately the Wabash River.

- The new PRLS Storage Project will include a new cast-in-place concrete diversion structure (see Fig 1) to capture excess wet weather flow that would have been discharged to the Pearl River and redirects that flow to a storage facility. This new diversion structure will be downstream of the current Romag Screens so no new screening is required. This new diversion structure will include an overflow weir for monitoring CSO activation as well as backflow prevention since the area is prone to flooding. If the wet weather event exceeds the storage volume the water level would continue to rise in the new diversion structure and overflow the new weir, discharging to the Pearl River in nearly the same spot of the current discharge.

- The Williams Street CSO Structure (007) will also direct excess wet weather flow to the storage system. During a wet weather event the liquid level in the Williams Street sewer will begin to rise. The flow in the sewer is restricted by an existing throttle pipe, and when the sewer flow is greater than the maximum flow through the throttle pipe the sewer level rises and if it rises enough flow will overflow the weir in the diversion structure and flow into the storage system. If the storage volume fills the new Williams Street Diversion Structure also contains a higher level overflow weir allowing peak wet weather flow to be discharged to the Wabash River instead of streets and basements in order to protect public health. A non-mechanical self-cleaning screen will be added to the existing Williams St. Regulator Structure to decrease the amount of large debris entering the storage system.

- The storage system will fill with the wet weather flow via gravity. The storage will require ventilation to allow the air displaced by the wet weather flow to safely escape the system as well as access points for cleaning and maintaining the system. It is anticipated that no mechanical cleaning system (flushing gates, tipping buckets, etc.) be installed. The pipe will be cleaned using Renew's existing sewer vacuum truck. The system may include mechanical ventilation and odor control.

- When the wet weather event has passed and the PRLS has pumping capacity the storage can be drained. It is anticipated that a piping connection be installed linking the new diversion structure to the existing PRLS wet well, upstream of the existing grinders, such that the existing lift station dewaters the storage volume, and any debris that got past upstream screens would be addressed and the lift station pumps protected. This would prevent the

construction of a new lift station. It is anticipated that a mechanized gate be installed in the existing wet well to keep the storage from filling or draining when not intended.

If in-pipe storage or a cast-in-place concrete tank were ultimately constructed the functionality would be very similar.

The project will be delivered via the Performance Contracting (Guaranteed Savings Approach) delivery method.

The scope of work includes the following tasks:

1.0 GENERAL DESIGN PHASE

1.1 Progress Meetings.

Conduct up to twelve (12) progress meetings during the design phase with the City and City's Contractor to review technical aspects of the project, project cost, and schedule. Meetings will be used to facilitate decision making on design parameters (material selections, project constraints, etc.) that meet the basis of design requirements, but can also be adjusted to optimize the construction schedule. Prepare and distribute progress meeting notes within five (5) business days of each meeting.

Deliverables associated with this task include:

- Agenda five (5) business days in advance of each progress meeting
- Progress meeting minutes within five (5) business days of each progress meeting.

1.2 Public Meetings

Participate in up to three (3) public meetings during the design phase where City, City's Contractor and Engineer meet with the community to review aspects of the project, project cost, and schedule. Meetings will be used to facilitate decision making on impacts of construction.

Deliverables associated with this task include meeting materials.

1.3 Citizens Advisory Committee Meeting

Prepare meeting agenda and materials and attend Citizens Advisory Committee (CAC) Meetings to support City in advising CAC of LTCP progress. The scope is based upon two (2) public meetings. The project manager and project engineer will attend both meetings, document meeting attendance, and draft meeting notes.

Deliverables associated with this task include agendas and meeting materials to be distributed within five (5) business days before the meeting, and meeting notes distributed within five (5) business days after meeting.

1.4 WREC and WANA Coordination Meetings

Coordinate design work with WREC on current and planned projects near the proposed CSO Storage Tank site. Conduct up to three (3) meetings with each organization during preliminary design as well as to share 30 and 60 percent design documents and coordinate design of any above-ground structures.

Deliverables associated with this task include meeting minutes within five (5) business days of each coordination meeting.

1.5 Utility Coordination Meeting

Conduct up to three (3) utility coordination meetings during the design phase with City, City's Contractor and area utility representatives to review utility conflicts. Distribute plans and agenda five (5) business days in advance of each meeting. Prepare and distribute utility coordination meeting notes within five (5) business days of each meeting.

Deliverables associated with this task include distributing plans and agenda to utility representatives five (5) business days prior to the meeting and meeting notes within five (5) business days of each utility coordination meeting.

1.6 Guaranteed Savings Contract (GSC) Selection Facilitation and Support

Facilitate the selection process of a GSC contractor for this project and provide support to the City as needed.

There are no **deliverables** associated with this task.

2.0 LONG TERM CONTROL PLAN UPDATES

2.1 Long Term Control Plan (LTCP) 5-Year Update.

Every five (5) years, the LTCP must be updated to include the current status of the LTCP and update financial capability analysis. Conduct one (1) meeting with Lafayette Renew to discuss draft report.

Deliverables associated with this task include the 5-Year LTCP Update final report.

2.2 Long Term Control Plan Modification.

Draft letter to submit to the Indiana Dept. of Environmental Management supporting the schedule modification for the PRLS Upgrade portion of Phase II-C of the LTCP. Installation of pumps in the wet weather side of the lift station would not provide value until the new force main is constructed and as such should be moved to Phase II-D.

Deliverables associated with this task letter to IDEM and revised Section 8 of the CSO LTCP documenting the schedule change.

3.0 PRELIMINARY DESIGN

3.1 Right of Entry Agreements.

Provide assistance to the City for the development and execution of right of entry agreements with impacted property City s as required for construction. It is anticipated that one week of engineers' assistance will be provided.

Deliverables associated with this task are assisting in the development of right of entry agreements and provide assistance for the agreements execution.

3.2 Geotechnical Investigation.

Arrange for and provide, through a subcontract, a Geotechnical Investigation for the design and construction of the proposed CSO Storage Facility.

Deliverables associated with this task include a Geotechnical Report.

3.3 Endangered Species Review.

Prepare and submit letter to notify Indiana DNR of project details and requesting that DNR perform an endangered species review.

Deliverables associated with this task include letter to DNR and responses from agency.

3.4 Survey Coordination.

Arrange for and provide, through a subcontract, a topographical survey for the anticipated sewer route (area approximately between Williams Street and Walnut Street along Sycamore Street). The topographic survey will provide 1-foot contour intervals at a scale of 1" = 40'.

Deliverables associated with this task include electronic survey base files.

3.5 Structural Coordination.

Arrange for and provide, through a subcontract, structural engineering services for the design and construction of the proposed CSO Storage Facility and related structures.

Deliverables associated with this task include a memorandum describing proposed Structural improvements and design criteria, described in Section 4.

3.6 Environmental Specialist Coordination.

Arrange for and provide, through a subcontract, environmental specialist services to develop a plan for handling and disposition of contaminated soil and groundwater excavated or pumped from the pit excavated during construction. SUBCONSULTANT will provide environmental design services in support of the Project and develop a Soil and Groundwater Management Plan for the project site,

Deliverables associated with this task include:

- Soil and Groundwater Management Plan (SMP)
- Associated drawings to the Indiana Department of Environmental Management (IDEM) and Indiana Brownfield Program (IBP)
- Design drawings and technical specifications

4.0 BASIS OF DESIGN REPORT

4.1 General and Equipment.

Prepare layouts of both cast-in-place and in-pipe storage alternatives based on final sizing, including preliminary site plan showing grading plan and locations of structures, asphalt roads and concrete walks. Work in coordination with GSC Provider to evaluate total project cost for both alternatives. Base remainder of the Basis of Design Report on the selected alternative.

Prepare general arrangement drawings of in-line CSO Storage Facility including yard piping and valves. Include general arrangement drawings for sewer vacuum truck access for system maintenance.

Review and evaluate alternatives to replace the existing in-channel grinders at the Pearl River Lift Station.

Deliverables associated with this task include preliminary site plan, preliminary plan view drawings and analysis of storage alternatives.

4.2 Hydraulics.

Perform hydraulic evaluations for new project components including: hydraulic effect on below grade in-line pipe storage, screening, sewer grades for gravity sewers and pump hydraulics for dewatering pumps at Pearl River Lift Station. Develop technical memorandum to summarize hydraulic calculations and proposed operation sequence.

Deliverables associated with this task include a memorandum describing how proposed facilities will operate during wet weather.

4.3 Electrical.

Determine electrical requirements, including the following:

- Evaluate existing electrical service in the area including review of area classifications per NFPA 820
- Power systems at CSO Storage Facility
- Support instrumentation installation with raceways
- Site lighting
- Security switches
- Solar installation evaluation at PRLS

Deliverables associated with this task include a memorandum describing proposed Electrical improvements recommended configuration for powering the project, preliminary one-line diagram, and design criteria.

4.4 Architectural.

Summarize applicable building code requirements and determine architectural design criteria for CSO Storage Facility and associated structures, including the following:

- Storage Ventilation Structure
- Passive Education Feature
- Building Demolition

Deliverables associated with this task include a memorandum describing proposed Architectural improvements and design criteria.

4.5 Structural.

Summarize structural and foundation design criteria for upgrades for the new CSO Diversion Structure that will connect the existing CSO Screening Structure to the in-line CSO Storage Facility. These include the following:

- Construction within the 100-year flood way and proposed means of combating buoyance
- Construction of new cast-in-place structure connecting to and at a lower elevation than the existing structure (underpinning requirements)
- Impact of tank depth to construction cost

Deliverables associated with this task include a memorandum describing proposed Structural improvements and design criteria.

4.6 Mechanical.

Summarize mechanical design criteria for the new facilities including the following:

- Ventilation requirements (cross sectional area, air flow rates) for both the Pearl River Storage and the existing CSO Tunnel
- Required air flow rates for mechanical ventilation of storage

- Odor control considerations (size, cost, performance, etc.) for three alternatives
  - No system
  - Strobic fan
  - Carbon column

Deliverables associated with this task include a memorandum describing proposed Mechanical improvements and design criteria.

4.7 Instrumentation and Control.

Summarize instrumentation and control requirements, including remote monitoring needs. These include the following:

- Pearl River Lift Station (PRLS) PLC Replacement
- Use the Pearl River Lift Station PLC to control and monitor the CSO Storage Facilities
- Level monitoring for the In-Line Storage Facility
- CSO discharge monitoring and recording at both the Williams St. (007) and Pearl River (006) overflow locations
- Evaluation of Pearl River Lift Station communication with the WWTP SCADA system
- Implementation of a SCADA control strategy for the CSO Storage Tank and Pearl River Lift Station
- Modifications of the HMI application at the Lafayette Renew WWTP for control and monitoring of the PRLS CSO Facilities

Develop wet weather operation strategy for new CSO Storage Facility. Wet weather operational strategy will be outlined in Basis of Design Report and will be presented to the City for review and comment.

Deliverables associated with this task include a memorandum describing proposed I&C improvements and design criteria.

4.8 Yard Piping.

Determine yard piping alignments for overflow piping and dewatering piping. Include preliminary plan and profiles for new underground pipelines. Evaluate piping materials for each unique use. Document plan for connecting the capped Williams Street Sewer into the CSO Storage.

Deliverables associated with this task include a preliminary site plan and material selection.

4.9 Basis of Design Memorandum.

Prepare Basis of Design Memorandum that summarizes facility hydraulics and general operation, site work, facility and equipment arrangement, structural, architectural, mechanical, electrical, and instrumentation and control design criterion.

Deliverables associated with this task include a Basis of Design Memorandum.

4.10 Sequence of Construction.

Summarize special conditions, the proposed sequence of construction and considerations (constraints) necessary for maintaining the CSO 006 Overflow pipe and existing CSO Diversion Structure in service.

Deliverables associated with this task will be summarized in the Basis of Design Memorandum.

4.11 Opinion of Probable Cost.

Prepare AACE construction cost opinions consisting of Class 4 for Basis of Design Memorandum.

Deliverables associated with this task include construction cost opinion at Basis of Design completion.

5.0 FINAL DESIGN

5.1 Drawings.

Prepare Construction Drawings for use, together with the Construction Specifications, for soliciting a guaranteed maximum (GMAX) price proposal. A preliminary list of drawings is provided. It is anticipated that proposals will be solicited based on the 60 percent design drawings. Final GMAX drawings will be issued prior to commencing construction activity, incorporating 60 percent GMAX comments. Drawings will be updated throughout the construction process such that the Final Construction Drawings issued at project completion will serve as the Record Drawings.

Deliverables associated with this task include 30 percent, 60 percent and Final GMAX Construction Drawings for review, comment and proposal solicitation.

5.2 Specifications.

Prepare Construction Specifications for use, together with the Construction Drawings, for soliciting proposals. Engineers Joint Contract Documents Committee (EJCDC) General Conditions (1996 edition) will be used. Standard Construction Specifications Institute (CSI) 16-Section format will be used. A preliminary list of specifications is provided.

Deliverables associated with this task include 60 percent Construction Specifications for review and comment and Final GMAX Construction Specifications as described above.

5.3 Construction Cost Opinions.

Prepare AACE construction cost opinions consisting of Class 3 for 30 percent documents and Class 2 for 60 percent documents.

Deliverables associated with this task include construction cost opinions at 30 and 60 percent completion.

5.4 Permitting.

Prepare the following permits in accordance with governing agency guidance. Incorporate agency comments into the contract documents

- Erosion and Sediment Control Plan
- IDEM Facility Construction Permit
- Department of Natural Resources (DNR) Construction in the Floodway Permit
- DNR – Is separate permit needed for work below normal water elevation in stream?
- IDEM Section 401 WQC Regional General Permit
- City Building Demolition Permit
- IDEM Brownfield Permits (excavation and dewatering)

Work shall commence for all permits upon receipt of 60 percent Construction Drawing and Specification comments from City.

Deliverables associated with this task include preparing an approvable permit for each item listed above.

6.0 ASSET MANAGEMENT PHASE II

6.1 Training Workshops

Follow-up sessions from Phase I of the Asset Management Program provided by Greeley and Hansen. At least two (2) training sessions shall be held for WWTP staff at the Lafayette Renew facility with focus on effective use of asset management tools and provide understanding of risk rankings and performance criteria.

Deliverables associated with this task include preparing training materials for all Renew maintenance staff.

6.2 Results Verification Meetings

After Lafayette Renew has implemented the Asset Management Program that was provided as part of Phase I of this work, at least two (2) results verification meetings shall be held to discuss and review Business Risk Exposure (BRE) scores that were generated via use of the asset management tools.

Deliverables associated with this task include preparing meeting agendas and documenting meeting notes.

6.3 Preventative Maintenance Inspections

As part of Phase II of this work, Greeley and Hansen will accompany key WWTP maintenance personnel on at least two (2) inspection walk-throughs to conduct effective performance criteria ranking that was proposed in the Asset Management Program delivered in Phase I.

Deliverables associated with this task include distribution of performance criteria and ranking guidelines prior to the scheduled maintenance inspection walk-throughs as well as meeting notes to follow on action items.

Lafayette Renew
CSO Storage Facility at Pearl River Lift Station
Preliminary List of Drawings

Page	Sheet	Description	30%	60%	90%
		General			
1	G1	Index, Legend, Abbreviations and Utility Contacts	x	x	x
2	G2	Location Map and Survey Control	x	x	x
3	G3	General Notes	x	x	x
4	G4	Existing Site Plan	x	x	x
5	G5	Yard Piping Plan	x	x	x
6	G6	Grading Plan		x	x
7	G7	Landscaping Plan		x	x
8	G8	Existing CSO 007 Diversion Structure Demolition Plan and Section	x	x	x
9	G9	Utility Revision Site Plan	x	x	x
10	G10	Process Flow Diagram	x	x	x
11	G11	Hydraulic Profile - CSO Storage and Screening	x	x	x
12	G12	Plan and Profile - In-Line CSO Storage	x	x	x
13	G13	Plan and Profile - In-Line CSO Storage	x	x	x
14	G14	Plan and Profile - In-Line CSO Storage	x	x	x
15	G15	Plan and Profile - In-Line CSO Storage		x	x
16	G16	Plan and Profile - Sewer Relocation Sycamore		x	x
17	G17	Manhole Details - Inline CSO Storage		x	x
18	G18	Manhole Details - Typical		x	x
19	G19	Access for Manholes at New CSO Storage Facility	x	x	x
20	G20	Miscellaneous Details	x	x	x

Page	Sheet	Description	30%	60%	90%
21	G21	Miscellaneous Details		x	x
22	G22	Miscellaneous Details			x
23	G23	Maintenance of Traffic		x	x
24	G24	Sedimentation and Erosion Control Plan	x	x	x
25	G25	Sedimentation and Erosion Control Plan		x	x
26	G26	Sedimentation and Erosion Control Details		x	x
27	G27	Sedimentation and Erosion Control Details			x
		Structural			
28	S1	General Notes	x	x	x
29	S2	New CSO Diversion Structure Plans	x	x	x
30	S3	New CSO Diversion Structure Plans		x	x
31	S4	New CSO Diversion Structure Sections	x	x	x
32	S5	New CSO Diversion Structure Sections	x	x	x
33	S6	New CSO Diversion Structure Sections			x
34	S7	New CSO Diversion Structure Details		x	x
35	S8	New CSO Diversion Structure Details			x
36	S9	Existing CSO 007 Diversion Structure Plan	x	x	x
37	S10	Existing CSO 007 Diversion Structure Section	x	x	x
38	S11	Details - Connection to Existing Pearl River Lift Station		x	x
		Architectural			
39	A1	Ventilation Plan at PRLS Storage Facility	x	x	x
40	A2	Ventilation Section at PRLS Storage Facility		x	x
41	A3	Ventilation Plan for Existing CSO Tunnel	x	x	x
42	A4	Ventilation Section for Existing CSO Tunnel		x	x
43	A5	Ventilation Details		x	x
44	A6	Passive Education Components			x
		Piping and Equipment			
45	M1	Piping Symbols	x	x	x
46	M2	In-Line Storage Plan at El. XXX	x	x	x
47	M3	In-Line Storage Plan at El. XXX		x	x
48	M4	In-Line Storage Sections	x	x	x

Page	Sheet	Description	30%	60%	90%
49	M5	In-Line Storage Sections			x
50	M6	New CSO Diversion Structure - Plan		x	x
51	M7	New CSO Diversion Structure - Sections		x	x
52	M8	Pearl River Lift Station Plan El XXX	x	x	x
53	M9	Pearl River Lift Station Plan El XXX		x	x
54	M10	Pearl River Lift Station Sections	x	x	x
55	M11	Pearl River Lift Station Sections			x
		HVAC			
56	H1	Odor Control - Symbols and Legend	x	x	x
57	H2	Odor Control - Schedules and Details		x	x
58	H3	Odor Control - Airflow Diagram		x	x
59	H4	Odor Control - Plan	x	x	x
60	H5	Odor Control - Sections		x	x
61	H6	HVAC - Plan		x	x
		Electrical			
62	E1	Electrical Symbols and Legend	x	x	x
63	E2	New Site Plan	x	x	x
64	E3	Ductbank Section and Details		x	x
65	E4	One Line Diagrams	x	x	x
66	E5	One Line Diagrams	x	x	x
67	E6	Cable and Conduit Schedules		x	x
68	E7	Schematics and Block Diagrams		x	x
69	E8	In-Line Storage Power Plan	x	x	x
70	E9	Pearl River Lift Station Power Plan	x	x	x
71	E10	CSO 007 Diversion Structure Power Plan	x	x	x
72	E11	Sections			x
73	E12	Details			x
		Instrumentation and Control			
74	N1	I&C Legend	x	x	x
75	N2	Instrument Installation Details		x	x
76	N3	CSO Diversion Structure P&ID	x	x	x

Page	Sheet	Description	30%	60%	90%
77	N4	Pearl River Lift Station P&ID	x	x	x
78	N5	CSO Storage Facility and Outfall P&ID	x	x	x
79	N6	Control Panel Layout and Details		x	x

Lafayette Renew
CSO Storage Facility at Pearl River Lift Station
Preliminary List of Specifications

CONDITIONS OF CONTRACT

General Conditions	00700
Supplementary Conditions	00800
Soil and Groundwater Management Plan	Appendix A

TECHNICAL SPECIFICATIONS

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Payments	01290
Coordination and Meetings	01310
Progress Schedule	01325
Submittals	01330
References	01422
Quality Control	01450
Construction Facilities and Temporary Controls	01500
Material and Equipment	01600
Lines and Grades	01722
Cutting and Patching	01732
Cleaning	01740
Operation and Maintenance Manuals	01783
Contract Close Out	01789
Training	01820

DIVISION 2 - SITEWORK

Bypass Pumping	02150

Demolition	02220
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Shoring, Sheeting and Bracing	02251
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Backfilling	02317
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Laying and Jointing Buried Pipelines	02500
Reinforced Concrete Sewer Pipe	02502
Buried Ductile-Iron Pipe and Fittings	02505
Buried PVC Pipe and Fittings	02507
Precast Manholes	02509
Disinfection	02512
Yard Hydrants	02514
Leakage Tests	02516
Buried High-Density Polyethylene Pipe and Fittings	02640
High-Density Polyethylene Vertical Structures	02641
Chain Link Fencing and Gates	02820
Sewer Televising	02651
Sewer Cleaning	02760
Paving and Surfacing	02840
Landscaping Work	02900

DIVISION 3 - CONCRETE

Concrete Formwork	03100
Concrete Accessories	03150
Concrete Reinforcement	03200
Cast-In-Place Concrete	03310
Grout	03600

DIVISION 5 - METALS

Galvanizing	05085
Structural Steel	05120

DIVISION 8 -- DOORS AND WINDOWS

Access Hatches	08310

DIVISION 9 - FINISHES

High Performance Coatings	09960

DIVISION 11 - EQUIPMENT	
Slide and Sluice Gates	11285
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Process Control System General Requirements	13400
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Process Control System Commissioning	13403
Process Control System Training	13404
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Panel Devices and Enclosure Construction	13431
Programmable Logic Control (PLC) Systems	13451
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DIVISION 15 - MECHANICAL	
Support and Anchors	15060
Mechanical Identification	15075
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DIVISION 16 - ELECTRICAL	
Basic Electrical Material and Methods	16050
Electrical Requirements for Shop Assembled Equipment	16055
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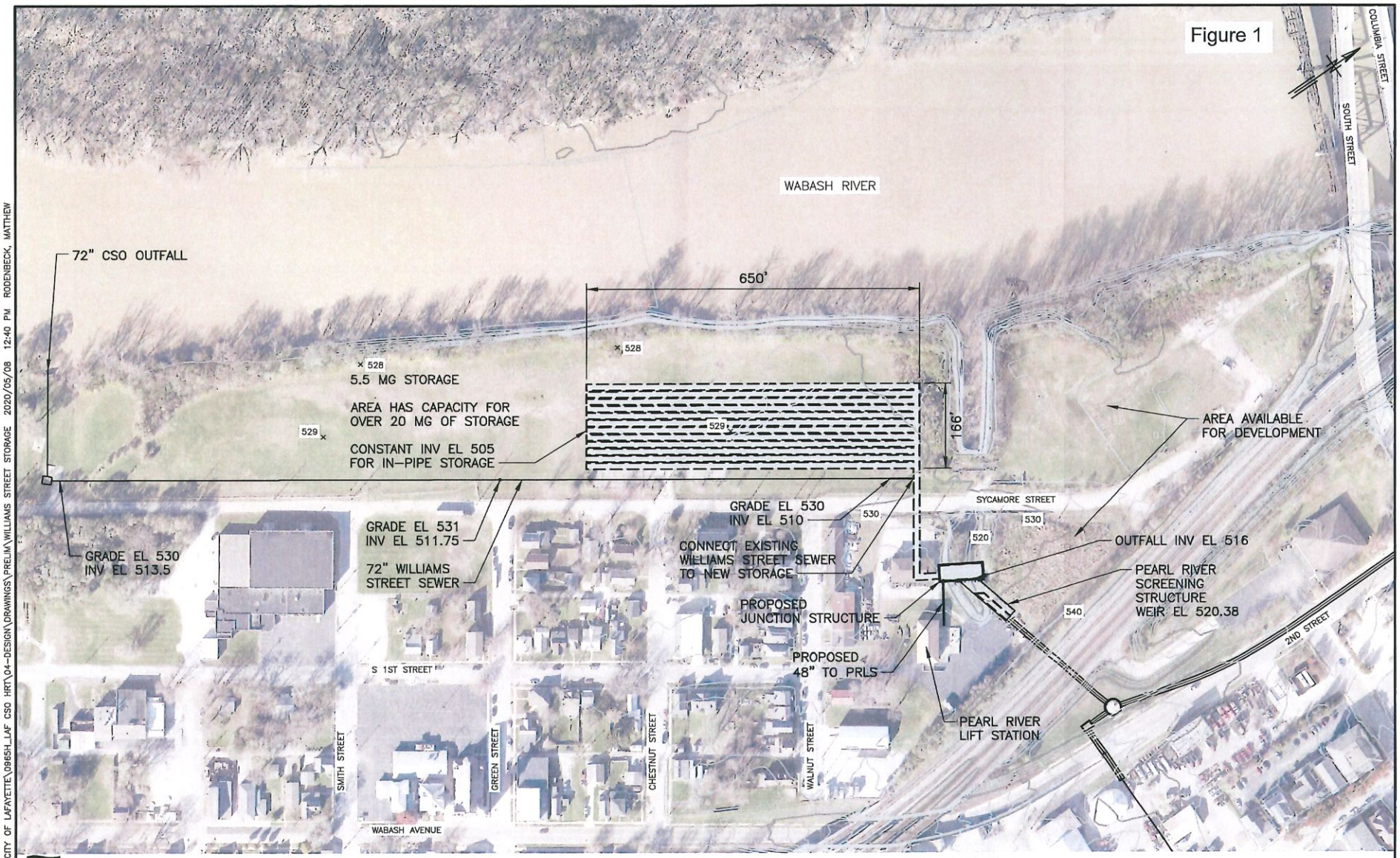
Underground Electrical Distribution System	16132
Wiring Devices	16140
Electric Utility Coordination and Requirements	16210
Electric Motors	16220
Disconnect Switches	16411
Disconnect Circuit Breakers	16413
Contactors	16421
Panelboards	16443
Control Components and Devices	16491
Lighting	16500



GREELEY AND HANSEN

PEARL RIVER LIFT STATION CSO STORAGE ALTERNATIVE

J:\0985_CITY OF LAFAYETTE\0985H_LAF CSO HRT\04-DESIGN\DRAWINGS\PRELIM\WILLIAMS STREET STORAGE 2020/05/08 12:40 PM RODENBECK, MATTHEW

EXHIBIT B1

AMENDMENT #1 FOR PROFESSIONAL ENGINEERING SERVICES
between
CITY OF LAFAYETTE
and
GREELEY AND HANSEN

Level of Effort

	Estimated Workhours									
Task Description	Project Director	Senior Proj Advisor	Project Manager	Senior Engineer	Architect	MEPIC	Project Engineer	Designer / CAD Tech	Word Processing	Totals
1.0 GENERAL DESIGN PHASE										
1.1 Progress Meetings	8	48	96	48	60	40	240	24	24	588
1.2 Public Meetings	0	8	40	40	60	0	80	0	0	228
1.3 CAC Meetings	0	8	16	4	0	0	60	24	12	124
1.4 WREC and WANA Meetings	0	24	48	2	140	0	96	24	12	346
1.5 Utility Coordination Meeting	0	8	24	2	0	4	60	24	0	122
1.6 GSC Selection Facilitation	0	4	16	0	0	0	80	0	8	108
Subtotal - General Design Phase	8	100	240	96	260	44	616	96	56	1516
2.0 LTCP UPDATES										
2.1 LTCP 5 Year Update	0	2	24	8	0	0	80	16	4	134
2.2 LTCP Modification	0	8	16	0	0	0	40	4	0	68
Subtotal - LTCP Updates	0	10	40	8	0	0	120	20	4	202
3.0 PRELIMINARY DESIGN										
3.1 Right of Entry Agreements	0	0	8	0	0	0	40	16	4	68
3.2 Geotechnical Investigation	0	2	16	2	0	0	40	0	0	60
3.3 Endangered Species Review	0	0	8	0	0	0	16	0	0	24
3.4 Survey Coordination	0	0	4	0	0	0	16	4	0	24
3.5 Structural Coordination	0	8	16	4	0	0	60	0	0	88
3.6 Environmental Specialist Coordination	0	4	24	4	0	0	80	8	0	120
Subtotal - Preliminary Design	0	14	76	10	0	0	252	28	4	384
4.0 BASIS OF DESIGN REPORT										
4.1 General and Equipment	0	4	24	8	0	0	60	40	4	140
4.2 Hydraulics	0	4	24	4	0	0	60	16	0	108
4.3 Electrical	0	2	8	0	0	80	8	0	0	98
4.4 Architectural	0	2	8	0	80	0	8	0	0	98
4.5 Structural	0	2	8	0	8	0	8	0	0	26
4.6 Mechanical	0	2	8	0	8	80	8	0	0	106
4.7 Instrumentation and Control	0	2	8	0	0	80	8	0	0	98
4.8 Yard Piping	0	4	24	4	0	0	60	40	0	132
4.9 Basis of Design Memorandum	4	16	40	8	40	80	80	40	24	332
4.10 Sequence of Construction	0	4	20	4	8	16	40	8	0	100
4.11 Opinion of Probable Cost	0	2	16	4	30	60	30	0	0	142
Subtotal - Basis of Design Report	4	44	188	32	174	396	370	144	28	1380
5.0 FINAL DESIGN										
5.1 Drawings	4	80	280	60	220	600	500	600	0	2,344
5.2 Specifications	2	20	40	20	80	220	120	0	40	542
5.3 Construction Cost Opinions	0	4	8	12	40	80	40	0	0	184
5.4 Permitting	0	8	60	4	16	0	120	40	20	268
Subtotal - Final Design	6	112	388	96	356	900	780	640	60	3338
6.0 ASSET MANAGEMENT PHASE II										
6.1 Training Workshops for Renew Staff	0	0	12	0	0	0	20	0	4	36
6.2 BRE Score Results Verification Meetings	0	0	24	0	0	0	36	0	0	60
6.3 Preventative Maintenance Inspections	0	0	18	0	0	0	24	0	0	42
Subtotal - Asset Management Phase II	0	0	54	0	0	0	80	0	4	138
Totals										

EXHIBIT B1

AMENDMENT #1 FOR PROFESSIONAL ENGINEERING SERVICES
between
CITY OF LAFAYETTE
and
GREELEY AND HANSEN

Estimated Compensation

			Hours	Hourly Rates	Cost
1. Greeley and Hansen Labor:					
a. Project Director			18	$280	$5,040
b. Senior Project Advisor			280	$165	$46,200
c. Project Manager			986	$195	$192,270
d. Senior Engineer			242	$175	$42,350
e. MEPICA			2130	$180	$383,400
f. Project Engineer			2218	$125	$277,250
g. Designers/CAD Technicians			928	$105	$97,440
h. Word Processing			156	$65	$10,140
Subtotal			6,958		$1,054,090
2. Subconsultant Costs					
a. Structural Services - Fink Roberts Petrie			$40,500		
b. Survey Services - Territorial Engineering			$11,000		
c. Geotechnical Services - ATC			$60,000		
d. Soil Contamination Study Services - IWM			$30,000		
Total			$141,500		
3. Subconsultant Costs with 1.10 Multiplier					$155,650
4. Other Direct Costs					
a. Local Travel [1]	8,600	Miles @	$0.58	/ mile	$4,945
b. Reproduction/Mailing					$955
Subtotal					$5,900
5. Total Compensation					$1,215,640

[1] Based on 50 trips (30 from Indianapolis at 120 miles and 20 from Chicago at 250 miles)

CSO Storage Facility at Pearl River Lift Station
Major Milestones Design Schedule
Exhibit C1

Milestone	Date
Design NTP	Tuesday, June 16, 2020
Kick-Off Meeting	Tuesday, July 7, 2020
GMAX Provider Selection Assistance	August 2020
Submit IDEM 5-Year LTCP Update	Friday, August 7, 2020
Design Progress Meeting #1	Thursday, August 13, 2020
Meeting No. 1 with WREC, WANA	September 2020
Design Progress Meeting #2	Thursday, September 17, 2020
Basis of Design Report (BODR) Submittal	Thursday, September 24, 2020
Basis of Design Report (BODR) Review Meeting (Mtg #3)	Thursday, October 8, 2020
Renew and GSC Provider issue BODR Comments	Thursday, October 15, 2020
30% Design Phase Submittal	Thursday, November 5, 2020
30% Design Phase Submittal Review Meeting (Mtg #4)	Thursday, November 19, 2020
Renew and GSC Provider issue 30% Comments	Tuesday, December 1, 2020
Begin Permit Application Process	November 2020
Design Progress Meeting #5	Wednesday, December 9, 2020
Utility Coordination Meeting No. 1	December 2020
Citizens Advisory Committee Meeting	December 2020
Submittal for DNR Construction in a Floodway Permit	Thursday, December 17, 2020
Design Progress Meeting #6	Thursday, January 14, 2021
Meeting No. 2 with WREC, WANA	January 2021
Design Progress Meeting #7	Thursday, February 11, 2021
Design Progress Meeting #8	Thursday, March 11, 2021
Utility Coordination Meeting No. 2	March 2021
60% Design Phase Submittal	Thursday, March 25, 2021
GMAX Proposal Development Begins	Thursday, March 25, 2021
All Other Permits Submitted (IDEM, ACE, Local/County)	Thursday, March 25, 2021
60% Design Review Meeting (Mtg #9)	Thursday, April 8, 2021
Renew and GSC Provider issue 60% Comments	Thursday, April 15, 2021
GMAX Pricing Submittal and Design Progress Meeting #10	Thursday, May 6, 2021
Meeting No. 3 with WREC, WANA	May 2021
90% Design Final GMAX Submittal (For Construction)	Thursday, June 3, 2021
90% Design Review Meeting / Pre-Construction Meeting (Mtg #11)	Thursday, June 17, 2021
Contractor NTP	Thursday, July 1, 2021

**Contractor will attend all progress and design review meetings*

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 01

Date of Issuance:	April 14, 2020	Effective Date: April 14, 2020	
Owner:	City of Lafayette, Indiana	Owner's Contract No.:	
Contractor:	Miller Pipeline, LLC	Contractor's Project No.:	
Engineer:	GRW Engineers, Inc.	Engineer's Project No.: 4776	
Project:	Teal Road Water Main Relocation	Contract Name: Teal Road Water Main Relocation	

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Extra Costs for encountering an underground electrical line that had been relocated into the way of the proposed 8" tap location at 18th Street and Teal Road.
   Labor $3,150
   Hydro-Excavation $2,000
   Total $5,150

2. 2" PVC drain included in bid does not need to be lowered: **savings of $3,560.**

Net change increase of $1,590

Attachments: **N/A**

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 189,567.50	Original Contract Times: Substantial Completion: 90 Ready for Final Payment: 120 days
[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: $ 0.00	[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A: Substantial Completion: No changes Ready for Final Payment: No changes days
Contract Price prior to this Change Order: $ 189,567.50	Contract Times prior to this Change Order: Substantial Completion: 90 Ready for Final Payment: 120 days
Increase [~~Decrease~~] of this Change Order: $ 1,590.00	[Increase] [Decrease] of this Change Order: Substantial Completion: No changes Ready for Final Payment: No changes days
Contract Price incorporating this Change Order: $ 191,157.50	Contract Times with all approved Change Orders: Substantial Completion: 90 Ready for Final Payment: 120 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Engineer (if required)	By: Jeremy L. Brenard Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Title: Project Manager	Title: Public Works Director	Title:
Date: 4/8/20	Date 6/18/2020	Date

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 02

Date of Issuance:	June 23, 2020	Effective Date: June 23, 2020	
Owner:	City of Lafayette, Indiana	Owner's Contract No.:	
Contractor:	Miller Pipeline, LLC	Contractor's Project No.:	
Engineer:	GRW Engineers, Inc.	Engineer's Project No.: 4776	
Project:	Teal Road Water Main Relocation	Contract Name: Teal Road Water Main Relocation	

The Contract is modified as follows upon execution of this Change Order:

Description:

1. Install approximately 100 ft of water main at 9ft depth rather than the 5 ft depth shown the plans due to conflict with storm drain. **$8,400**
2. Additional mobilization fee due to schedule conflicts from inoperable valves when tie-overs to new main were being completed. **$2,500**
3. Final quantity adjustment. Restoration items exceeded bid quantities due to the water main being closer to the road than anticipated. **$17,654**

Net change increase of $28,554

Attachments: **Final Quantities Table**

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 189,567.50	Original Contract Times: Substantial Completion: 90 Ready for Final Payment: 120 days
[Increase] [~~Decrease~~] from previously approved Change Orders No. 00 to No. 01: $ 1,590.00	[Increase] [Decrease] from previously approved Change Orders No. 00 to No. 01: Substantial Completion: No changes Ready for Final Payment: No changes days
Contract Price prior to this Change Order: $ 191,157.50	Contract Times prior to this Change Order: Substantial Completion: 90 Ready for Final Payment: 120 days
Increase [~~Decrease~~] of this Change Order: $ 28,554	[Increase] [Decrease] of this Change Order: Substantial Completion: No changes Ready for Final Payment: No changes days
Contract Price incorporating this Change Order: $ 219,711.50	Contract Times with all approved Change Orders: Substantial Completion: 90 Ready for Final Payment: 120 days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title: Public Works Director	Title: Project Planner
Date: 06-16-20	Date 6/18/2020	Date 06-17-20

Lafayette Teal Road Water Main Relocation
Final Quantities
Miller Pipeline LLC

Item Nos.	Bid Items	Units	Bid Quantity	Unit Price	Total Bid Price	Installed Quantity	Total Installed Price
1	10" DI Water Main w/ Poly Wrap	LF	930	$75.15	$69,889.50	930	$69,889.50
2	12" HDPE Water Main - HDD Installation	LF	75	$380.00	$28,500.00	75	$28,500.00
3	10" Gate Valve & Box	EA	2	$1,810.00	$3,620.00	2	$3,620.00
4	8" Tappiing Sleeve and Valve	EA	1	$7,260.00	$7,260.00	1	$7,260.00
5	Cut-in Connection to Existing Main - All Sizes	EA	2	$10,330.00	$20,660.00	2	$20,660.00
6	Cap and Retire in Place Existing Main	EA	3	$3,500.00	$10,500.00	3	$10,500.00
7	Remove Existing Valve Box	EA	3	$31.00	$93.00	3	$93.00
8	6" Fire Service Reconnection include Gate Valve and Box	EA	1	$5,255.00	$5,255.00	1	$5,255.00
9	4" Service Reconnection include Gate Valve and Box	EA	1	$5,325.00	$5,325.00	1	$5,325.00
10	1" Service Reconnection	EA	1	$2,500.00	$2,500.00	1	$2,500.00
11	Lower 2" PVC Drain	LSUM	1	$3,560.00	$3,560.00	0	$0.00
12	Granular Backfill	LF	145	$32.00	$4,640.00	155	$4,960.00
13	Asphalt Drive Replacement (Commercial)	LF	80	$44.00	$3,520.00	66	$2,904.00
14	Asphalt Pavement Patch	SF	20	$44.00	$880.00	285	$12,540.00
15	Concrete Curb Replacement	LF	30	$60.00	$1,800.00	69	$4,140.00
16	Sidewalk Replacement	LF	5	$50.00	$250.00	84	$4,200.00
17	Erosion Control	LSUM	1	$550.00	$550.00	1	$550.00
18	Site Restoration (Min. 2% of Bid)	LSUM	1	$4,015.00	$4,015.00	1	$4,015.00
19	Maintenance of Traffic	LSUM	1	$8,250.00	$8,250.00	1	$8,250.00
20	Mobilization and Demobilization (Max 5% of Bid)	LSUM	1	$8,500.00	$8,500.00	1	$8,500.00
CO1	Relocation of 8" TS&V	LSUM	0	$5,150.00	$0.00	1	$5,150.00
CO2-1	Additional Labor For Installing Main 9 ft deep from Station 4+00 to 5+00	LSUM	0	$8,400.00	$0.00	1	$8,400.00
CO2-2	Additional Mobilization	LSUM	0	$2,500.00	$0.00	1	$2,500.00
TOTAL				**$189,567.50**		**$219,711.50**	

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

SUBSTANTIAL COMPLETION AGREEMENT

Owner:	City of Lafayette, Indiana	Owner's Contract No.:	
Contractor:	Miller Pipeline, LLC	Contractor's Project No.:	
Engineer:	GRW Engineers, Inc.	Engineer's Project No.:	4776
Project:	Teal Road Water Main Relocation	Contract Name:	Teal Road Water Main Relocation

This Substantial Completion Agreement applies to:

☒ All Work ☐ The following specified portions of the Work:

May 29, 2020

Date of Substantial Completion

The Work to which this document applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete, ready to be placed in service for its intended use. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this document. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows:

N/A

This document does not constitute an acceptance of Work which is not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	EXECUTED BY OWNER:	EXECUTED BY CONTRACTOR:
By: (Authorized signature)	By: Owner (Authorized Signature)	By: John Thomas Contractor (Authorized Signature)
Title: Project Manager	Title:	Title: Project Planner
Date: 06-16-20	Date:	Date: 06-17-20

CITY OF LAFAYETTE

Engineering Department

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

CHANGE ORDER #3 (FINAL)
(CONTRACTOR'S CHANGER ORDER #3 and #4)

The following change is authorized to the agreement dated, **October 4, 2016** for work performed on the **Wabash River Promenade:**

Description of Change	Reason for Change	Change in Cost (+ / -)
Item 1: Contractor's CO #3	**Change in Scope:** Addition of a center railing for the wide poured-in-place staircase	**$ 8,450.00 +**
Item 2: Contractor's CO #4	**Change in Scope:** Curb repair and addition of protective stainless steel plate	**$ 1,489.00 +**

Contract Amount (Original)	$	312,500.00
Previous changes	$	39,365.00
This change	$	9,939.00 +
Revised Contract Amount	**$**	**361,804.00**

Net change (all change orders) 15.8% of contract

Signed: Jeromy L. Grenard Date: 6/18/2020
Jeromy L. Grenard, PE
City Engineer

Signed: See attachments Date:

Approved by the Board of Public Works and Safety on the 23rd day of June, 2020.

_____
Gary Henriott, President

_____
Norm Childress, member

_____
Cindy Murray, member

_____
Amy Moulton, member

_____
Ron Shriner, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.

PROJECT NAME: Wabash River Promenade
(address:) 200 N. 2nd Street
Lafayette, IN 47901

E-R JOB #: 16-501

C.O. DATE: 9/7/2017

CONTRACTOR: Smock Fansler
(address:) 2910 W. Minnesota Street
(city,state,zip:) Indianapolis, IN 46241

CHANGE ORDER # 3

COST CODE:

The Contract is changed as follows:

Add grab rail section to center of upper and lower stair cases and curb along lower ada ramp.	8,450.00

This Change Order is not valid until signed by Edwards-Rigdon and Subcontractor representatives.

Original Contract Amount	$	312,500.00
Previously Approved Change Orders	$	39,365.00
Contract Amount Prior to the Change	$	351,865.00
Amount of this Change Order	$	8,450.00
Current Contract Amount	$	360,315.00

The Contract Time will be change 0 **days**

All other terms and conditions of the original Agreement remain unchanged and in full force.

Change Order prepared and reviewed by Construction Manager: **Scott West**

Owner Signature: Jeromy L. Grenard
(typed or printed) Jeromy L. Grenard
Title: City Engineer
Date: 6/18/2020

Contractor Signature: Jeff Rigdon
(typed or printed) Jeff Rigdon
Title: President
Date: 9/7/2017

PLEASE SIGN AND RETURN ONE SIGNED COPY TO EDWARDS-RIGDON
PO Box 1381, Lafayette, IN 47902-1381

CHANGE ORDER
EDWARDS-RIGDON CONSTRUCTION CO., INC.

PROJECT NAME: Wabash River Promenade
(address:) 200 N. 2nd Street
Lafayette, IN 47901

E-R JOB #: 16-501

C.O. DATE: 4/17/2020

CONTRACTOR: Smock Fansler
(address:) 2910 W. Minnesota Street
(city,state,zip:) Indianapolis, IN 46241

CHANGE ORDER # 4

COST CODE:

The Contract is changed as follows:

Stainless Steel Curb Protection: Fabricate and install stainless steel, patch concrete	1,489.00

This Change Order is not valid until signed by Edwards-Rigdon and Subcontractor representatives.

Original Contract Amount	$	312,500.00
Previously Approved Change Orders	$	47,815.00
Contract Amount Prior to the Change	$	360,315.00
Amount of this Change Order	$	1,489.00
Current Contract Amount	$	361,804.00

The Contract Time will be change 0 **days**

All other terms and conditions of the original Agreement remain unchanged and in full force.

Change Order prepared and reviewed by Construction Manager: **Scott West**

Owner Signature: Jeromy L. Grenard
(typed or printed) Jeromy L. Grenard
Title: City Engineer
Date: 6/18/2020

Contractor Signature: Jeff Rigdon
(typed or printed) Jeff Rigdon
Title: President
Date: 4/17/2020

PLEASE SIGN AND RETURN ONE SIGNED COPY TO EDWARDS-RIGDON
PO Box 1381, Lafayette, IN 47902-1381

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information

Contract No.: R -37906 Letting Date:12/11/2019

District:CRAWFORDSVILLE DISTRICT AE:Seef, Erik PE/S:Del Real, Ramon Status:Pending

Change Order Information

Change Order No.: 002 EWA: Y or Force Acct: N

Date Generated: 05/22/2020 Date Approved: 00/00/0000

Reason Code: CHANGED COND, Utility Related

Description: Relocate 6" Water Service to Soller-Baker

Original Contract Amount	$ 3,485,807.40	
Current Change Order Amount	$ 4,566.44	Percent: 0.131 %
Total Previous Approved Changes	$ 3,011.58	Percent: 0.086 %
Total Change To-Date	$ 7,578.02	Percent: 0.217 %
Modified Contract Amount	$ 3,493,385.42	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value $ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -37906
Project: 1401285 - State:140128500LC1
Change Order Nbr: 002
Change Order Description: Relocate 6" Water Service to Soller-Baker
Reason Code: CHANGED COND, Utility Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0130	1401285	0130	109-04299	DOL	1.000	4566.440	C	Amount:$	4,566.44

Item Description: FORCE ACCOUNT WORK

Supplemental Description1: Relocate 6in Water Service to Soller-Baker

Supplemental Description2: Near Sta. 73+60 Line A Rt.

Total Value for Change Order 002 = $ 4,566.44

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

While installing the 30in storm sewer (RCP) along the EB Lane of Twyckenham Blvd., a 6in Water Service Line serving the Soller-Baker Funeral Home was found to be in conflict with the storm sewer. The only viable option was to relocate (lower) the water service approx. 3ft to resolve the conflict. Since this is a city utility, the relocation work will be NON-PARTICIPATING. The City of Lafayette is aware that this work will be non-participating. The city (owner) provided the materials necessary for the relocation. The work was done under FORCE ACCOUNT, the time and equipment used was tracked and is being paid under this item. The force account costs have been reviewed and found to be acceptable. A Change Order Request was received from the contractor and a Work Order was issued. The PM was notified. The work was requested by the owner. This change order will result in zero days being added to the contract.

Change Order Explanation for Specific Line Item

****

It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone Contractors

Signed By: [illegible]

Date: 6/2/20

****

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

****

APPROVED FOR LOCAL PUBLIC AGENCY

Jeremy L. Grenard	City Engineer	6/18/2020
(SIGNATURE)	(TITLE)	(DATE)
(SIGNATURE)	(TITLE)	(DATE)

****

SUBMITTED FOR CONSIDERATION

PE/S _____

****

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Del Real, Ramon	00/00/0000	Action Pending

PURCHASING DEPARTMENT
Memorandum

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: June 18, 2020

Subject: Declaration of Surplus Property

Surplus Property

The Lafayette Fire Department is requesting the vehicle listed below be declared as surplus property. The vehicle is being replaced and will then be listed for sale through Brindley Mountain Fire Truck Brokers.

Item	VIN	City ID #
2002 Pierce Contender Fire Engine	2NKMHZ8X53M386436	FD8

A motion has been made and seconded to declare the aforementioned items as surplus property.

All of which is approved this 23rd day of June, 2020 by the Board of Public Works & Safety.

_____
Gary Henriott, President

_____
Cindy Murray, Member

_____
Ron Shriner, Member

_____
Norm Childress, Member

_____
Amy Moulton, Member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Dated: _____, 2020