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: May 12, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. May 5, 2020

Documents:

05052020.pdf

BID OPENING

a. Loeb Stadium-Video Display Board

b. Haggerty Pointe Storm Sewer Extension

c. Traffic Signal Modernization-South Street Intersection At 5th & 6th Street

BIDS UNDER ADVISEMENT

a. Memorial Island Phase 3 (Columbian Park)

NEW BUSINESS

Parks Department

a. Recommendation For Award-Columbian Park Lagoon Dredging Improvements

Documents:

Recommendation for Award-Columbian Park Lagoon Dredging Improvements.pdf

b. Contract-Columbian Park Lagoon Dredging Improvements

Documents:

Contract-Columbian Park Lagoon Dredging Improvements.pdf

c. Notice To Proceed-Columbian Park Lagoon Dredging Improvements

Documents:

Notice to Proceed-Columbian Park Lagoon Dredging Improvements.pdf

d. Recommendation For Award-Columbian Park Carousel Project

Documents:

Recomendation for Awrd-Columbian Park Carousel Project.pdf

e. Contract-Columbian Park Carousel Project

Documents:

Contract-Columbian Park Carousel.pdf

f. Notice To Proceed-Columbian Park Carousel Project

Documents:

Notice to Proceed-Columbian Park Carousel.pdf

g. Change Order #1-Columbian Park Carousel Project

Documents:

Change Order 1-Columbian Park Carousel Project.pdf

Engineering

a. Contract-Greenbrier Subdivision Concrete Repair Project

Documents:

Contract-Greenbrier Subdivision.pdf

b. Notice To Proceed-Greenbrier Subdivision Concrete Repair Project

Documents:

Notice to Proceed-Greenbrier Subdivision.pdf

c. Addendum #8-Utility Service Agreement For Concord Road/Stone's Crossing Subdivision

Documents:

Addendum 8-USA Concord Road-Stones Crossing.pdf

Lafayette Renew

a. Contract-Pearl River Sewer Relocation Project

Documents:

Contract-Pearl River Sewer Relocation Project.pdf

b. Notice To Proceed-Pearl River Sewer Relocation Project

Documents:

Notice to Proceed-Pearl River Sewer Relocation Project.pdf

CLAIMS

MISCELLANEOUS

a. Proclamation-Bike Month & Bike To Work Day 2020

Documents:

Proclamation-Bike to Work Day 2020.pdf

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
May 5, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, May 5, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray and Amy Moulton. Absent: Norm Childress and Ron Shriner

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 April 28, 2020 regular meeting. Mrs. Moulton seconded. Passed.

BIDS UNDER ADVISEMENT

Columbian Park Carousel Project

President Henriott stated that this item will remain under advisement.

Columbian Park Lagoon Dredging Improvements

President Henriott stated that this item will remain under advisement.

Memorial Island Phase 3 (Columbian Park)

President Henriott stated that this item will remain under advisement.

NEW BUSINESS

Engineering

Recommendation for Award- Public Works Campus, Phase 1

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Recommendation for Award for the Public Works Campus, Phase 1 with Alderson Commercial Group in the amount of $1,470,834.00. Mr. Grenard stated that the Base Bid, Alternate #1, 6, 8 & 9 and the Unit Price Bid Items are being accepted. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Contract- Public Works Campus, Phase 1

Mr. Grenard presented to the Board and recommended approval of a Contract for the Public Works Campus, Phase 1 with Alderson Commercial Group in the amount of $1,470,834.00. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Notice to Proceed- Public Works Campus, Phase 1

Mr. Grenard presented to the Board and recommended approval of a Notice to Proceed for the Public Works Campus, Phase 1 to being on May 11, 2020. The substantial completion date is November 4, 2020 with final payment on December 3, 2020. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Change Order #1-Twyckenham Boulevard Construction Project

Mr. Grenard presented to the Board and recommended approval of Change Order #1 for the Twyckenham Boulevard Construction Project. The change order is in the amount of $3,011.58 which brings the revised contract amount to $3,488,818.98. The change order includes a change in scope for storm sewer connections. Mrs. Murray moved for approval. Mrs. Moulton seconded. Passed.

Lafayette Renew

Supplemental Agreement #2-Pearl River Sewer Relocation Project Easements

Brad Talley, Renew Superintendent, presented to the Board and recommended approval of Supplemental Agreement #2 with Butler, Fairman and Seufert for the Pearl River Sewer Relocation Project Easements. The supplemental agreement is in the amount not-to-exceed $52,880.00 which brings the revised contract amount to $706,852.00. Mr. Talley stated that the supplemental agreement includes costs for right-of-way services, right-of-way engineering efforts, and the utility coordination during construction necessary to complete the project. Mrs. Murray moved for approval. Mrs. Moulton seconded. Passed.

Agreement with Christopher Burke Engineering-Vinton Woods Drainage Project

Mr. Talley presented to the Board and recommended approval of an Agreement with Christopher B. Burke Engineering for the Vinton Woods Drainage Project. The agreement is in the amount not-to-exceed $84,700.00. Mr. Talley mentioned that $37,000.00 of the agreement is for survey work alone. Mr. Talley stated that the Vinton Woods detention pond rehabilitation project is part of Lafayette's capital improvement program to improve the water quality of the Wabash River and other local streams and to address poor drainage conditions. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Purchasing

Declaration of Surplus Property-Fire Department

President Henriott presented to the Board and recommended approval of a Declaration of Surplus Property for the Fire Department that includes a list of items that are no longer needed and will be sold on Deals.gov. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $992,836.60. President Henriott had a question on Page 11 regarding the DeFouw Chevrolet bed bugs claim. Mr. Clary stated that it was for a police car that needed rid of bed bugs. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

MISCELLANEOUS

Special Event Request-OUTFest

President Henriott presented to the Board and recommended approval of a Special Event Request for OUTFest to be held on August 15, 2020 from 8:00am-12:00am located in Downtown Lafayette. President Henriott stated that this approval is subject to the CDC and State of Indiana guidelines for gatherings/public events at the time of the event. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Time: 9:15 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

May 12, 2020

Board of Public Works and Safety
City of Lafayette

Re: Recommendation for Award
Columbian Park Lagoon Dredging Improvements; Memorial Island project

Dear Board Members:

We have reviewed the apparent low bid submitted for the referenced project. The apparent low bidder is Merrel Bros., Inc. with a bid in the amount of $456,230.00. The bid was determined to be complete.

We recommend that the bid be awarded to Merrel Bros., Inc. in the amount of $456,230.00.

Attached, please find the 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

April 21st, 2020

Claudine Laufman
Parks Superintendent
Lafayette Parks and Recreation Department
1915 Scott Street
Lafayette, Indiana 47904

Re: Columbian Park Lagoon Dredging Improvements - Bid Recommendations

Claudine,

On April 14, 2020, two bids were received for the Lagoon Dredging Improvements for Columbian Park. After reviewing all the bids received, we recommend awarding the bid to Merrell Brother, Inc. They provided the lowest responsive bid that aligned with the specifications and plans. Merrell Brothers Inc's base bid amount was four hundred and fifty-six thousand two hundred thirty dollars and zero cents ($456,230.00).

Please let us know if you have any questions.

Respectfully,

Fred J. Prazeau

CONTEXT, LLC
Fred J. Prazeau, PLA, ASLA, CLARB
Partner

Approved by the Board of Public Works and Safety on the _____day of

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

CONTRACT

THIS CONTRACT, made the _____ day of _____, 20___, by and between

MERREL BROS, INC , hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

COLUMBIAN PARK LAGOON DREDGING IMPROVEMENTS

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price

Of *Four Hundred and Fifty-Six Thousand, Two Hundred Thirty Dollars and Zero Cents*. ($ 456,230.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Map and Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove

defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in _3_ original counterparts the day and year first above written.

_____
Contractor

By _____

Title _____

(SEAL) State of Indiana
County of _____

Attest:

_____
Notary Public
My Commission Expires: _____

_____
Owner

By _____

_____

_____

_____

_____

(SEAL)

Attest:

_____

_____
Date

NOTICE TO PROCEED

May 12, 2020

Merrell Bros., Inc.
8811 West 500 North
Kokomo, Indiana 46901

RE: City of Lafayette – Columbian Park Lagoon Dredging Improvements

You are hereby notified to commence work in accordance with the provisions of your contract dated May 12, 2020.

Official work days will begin on May 12, 2020 with a date of final completion of all work being September 1, 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

_____ _____
Merrell Bros, Inc. DATE

Lafayette
PARKS & RECREATION

May 12, 2020

Board of Public Works and Safety
City of Lafayette

Re: Recommendation for Award
Columbian Park Carousel project

Dear Board Members:

We have reviewed the apparent low bid submitted for the referenced project. The apparent low bidder is Morgan Constructors, LLC. with a bid in the amount of $1,762,000.00. The bid was determined to be complete.

We recommend that the bid be awarded to Morgan Constructors, LLC. in the amount of $1,762,000.00.

Attached, please find the 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

KEYSTONE ARCHITECTURE
CORDOGAN CLARK GROUP

May 06, 2020

Ms. Claudine Laufman,
Superintendant
Lafayette Parks and Recreation
1915 Scott Street
Lafayette, IN 47904

RE: Columbian Park Carousel
Lafayette Parks and Recation
Keystone Architecture Project No. 19009

Dear Ms. Laufman,

Pursuant to our firm's initial review of General Construction bids, we wish to provide the following information. The enclosed Bid Tabulation is correct and coincides with the bidders' Bid Proposals. Upon receipt of this information, we suggest the City's legal counsel review the same.

General Construction Bid:

1) Morgan Constructors, LLC.

    a. This Contractor appears to be the low bidder.
    b. The proposed Bid Form 96 was submitted as specified. The base bid was submitted as requested. Both addenda were acknowledged on the bid form. The latest Bid Form was used as issued in Addendum 2. The bid forms appear to contain the appropriate authorized signatures. The Non-Collusion Affidavit was also submitted as requested.
    c. The Contractor's financial statement was provided on the State Board of Accounts Form 96a, dated March 31, 2020.
    d. The Contractor's Bid Bond in the amount of 5% of the total bid was also submitted as requested.

The Contractor's Surety Company is Hartford Fire Insurance Company. They have a A+ Policy Holder's Rating, and fall in the XV financial category with a $2 billion or greater policy holder surplus.

Sincerely,

Keystone Architecture

Justin Sorber, RA, AIA
Architectural Vice President

BID TABULATION

General Construction Bid

Columbian Park Carousel
April 14, 2020 9:00 A.M. EST

Bidders	Mattcon General Contractors, Inc.	Morgan Constructors, LLC.		
Non-Collusion Affidavit	yes	yes		
Bid Bond	yes	yes		
Financial Statement	yes	yes		
Subcontractor Questionnaire	yes	yes		
Addenda #1 and 2 Acknowledged	yes	yes		
Base Bid	$1,815,000.00	$1,762,000.00		
Total	$1,815,000.00	$1,762,000.00		

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

City of Lafayette
1915 Scott St.
Lafayette, IN 47904

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

Morgan Constructors, LLC
419 Main Street
Lafayette, IN 47901

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

Project involves New building and associated sitework for a new carousel amusement ride in Columbian Park..

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

Keystone Architecture, Cordogan Clark Group
322 Main Street
Lafayette, IN 47901

The Owner and Contractor agree as follows.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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(842477616)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

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 a Modification, 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:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Construction starts Tuesday, May 12th, 2020

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

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[X] By the following date: Friday, October 2nd, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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 Million Seven Hundred Sixty-Two Thousand Dollars ($ 1,762,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
N/A	

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

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

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued 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:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth (30th) day of the next month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 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. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 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.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** 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; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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10% retainage materials and labor until the contract is 50% completed and nothing further after that

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Refer to 5.1.7.1

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

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

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

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

§ 5.3 Interest
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.)

0 % 0

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the 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.)

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User Notes: (842477616)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, 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.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

Attn: Claudine Laufman
City of Lafayette
1915 Scott St.
Lafayette, IN 47904

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

Attn: Tim O'Bryan
tobryan@mcon2.com
Morgan Constructors, LLC
419 Main Street

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User Notes:

Lafayette, IN 47901

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

~~.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

~~.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~.
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.5 Drawings

Number	Title	Date
31 Pages	Parks & Recreation Columbian Park Carousel	March 5, 2020

.6 Specifications

Section	Title	Date	Pages
Project Manual	Parks & Recreation Columbian Park Carousel	March 5, 2020	626

.7 Addenda, if any:

Number	Date	Pages
#1	March 20, 2020	40

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User Notes:

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

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 008000 of Project Manual	Parks & Recreation Columbian Park Carousel	March 5, 2020	95-98

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Timothy S. O'Bryan. Vice President
(Printed name and title)	*(Printed name and title)*

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User Notes: (842477616)

NOTICE TO PROCEED

May 12, 2020

Contractor: Morgan Constructors, LLC.

PROJECT: **Columbian Park Carousel**
Lafayette Parks and Recreation

You are hereby notified that you may commence work on May 12, 2020 in accordance with the provisions of your contract dated May 12, 2020.

Approved by the Board of Public Works and Safety on the 12th day of May, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

Acceptance of Notice:

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

_____
Tim O'Bryan, Morgan Constructors, LLC.

Date: _____

Lafayette
PARKS & RECREATION

May 12, 2020

Board of Public Works and Safety
City of Lafayette

Re: Change Order #1
Columbian Park Carousel Project

Dear Board Members:

You have before you Change Order #1 for Morgan Constructors, LLC. regarding the Columbian Park Carousel project.

After reviewing the project through a value engineering process, we have identified the following the changes:

- VE Item #1: Omit demo & removal of existing fence and trees $1,500.00-Deduction
- VE Item #9: Change from one style of Kawneer doors to another $3,200.00-Deduction

Total deduction: $4,700.00

The total amount of Change Order #1 is $4,700.00. The original contract amount with Morgan Constructors, LLC. is $1,762,000.00. The new amended contract total is $1,757,300.00.

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

Owner: ■
Architect: ■
Construction Manager: ☐
Contractor: ■
Field: ☐

PROJECT: Columbian Park Carousel

CHANGE ORDER #: 01

CLIENT: City of Lafayette
1915 Scott St.
Lafayette, IN 47904

DATE: 5/12/2020
CONTRACT DATE: 5/12/2020
PROJECT #: 19009

CONTRACTOR: Morgan Constructors, LLC.
415 Main St.
Lafayette, IN 47901

CONTRACT FOR: General Construction

The Contract is changed as follows:

1. VE Option 1: Omit demo & removal of existing chainlink fence and trees within area of work	($1,500.00)
2. VE Option 9: Change to Kawneer 601T strorefront and Kawneer 500 series doors	($3,200.00)

SUB-TOTAL FOR CHANGE ORDER:	**($4,700.00)**
The Original Contract Sum was:	$1,762,000.00
Net Change by previously authorized Change Orders:	$0.00
The Contract Sum prior to this Change Order was:	$1,762,000.00
The Contract Sum will be **Decreased** by this Change Order in the amount of:	($4,700.00)
The new Contract Sum with this Change Order will be:	**$1,757,300.00**
The Contract Time will be (unchanged) by:	(0) days
The date of Substantial Completion as of the date of this Change Order, therefore is:	**10/2/2020**

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until cost and time have been agreed by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, OWNER, & CONTRACTOR

ARCHITECT:

Keystone Architecture, Inc.
322 Main St.
Lafayette, IN 47901

By: _____

Date: 05/06/2020

OWNER:

City of Lafayette
1915 Scott Street
Lafayette, IN 47904

By: _____

Date: _____

CONTRACTOR:

Morgan Constructors, LLC.
415 Main St.
Lafayette, IN 47901

By: _____

Date: _____

CITY OF
LAFAYETTE

Office of the City Engineer

May 12, 2020
Board of Public Works and Safety
City of Lafayette
20 N 6th Street
Lafayette, IN 47901

Dear Board of Public Works and Safety:

You have before you the Contract and Notice to Proceed with Heartland Excavating for the Greenbrier Subdivision Concrete Repair Project. This Project will prepare the subdivision for a subsequent asphalt overlay. Major components of this Project include:

- 6 new curb ramps
- Curb spot repair
- Raising of 11 storm drain inlets by 2 inches in order to prepare for a 2 inch overlay

The contract amount for this project is $43,515.00. The Notice to Proceed begins immediately with Final Completion on August 28, 2020.

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

Sincerely,

Jeromy L. Grenard

Jeromy L. Grenard, PE
City Engineer

CONTRACT

THIS CONTRACT, made the 12th day of May, 2020, by and between Heartland Excavating Inc., hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE 1 SCOPE OF WORK
The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

GREENBRIER SUBDIVISION CONCRETE REPAIRS

for the Owner, all in strict accordance with Contractor's proposal attached hereto and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II THE CONTRACT PRICE
The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Forty-three thousand five-hundred fifteen dollars and 00/100 dollars ($43,515.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III COMPONENT PARTS OF THIS CONTRACT
This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. General Conditions

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV GUARANTEE
The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year first above written.

HEARTLAND EXCAVATING INC
Contractor

By MICHAEL D. WEATHERS

Title CO OWNER

CITY OF LAFAYETTE
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

Approved by the Board of Public Works and Safety on the _____ day of _____, 2020.

By: _____
Gary Henriott, President

By: _____
Norm Childress, Member

By: _____
Cindy Murray, Member

By: _____
Amy Moulton, Member

By: _____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____

CITY OF
LAFAYETTE

City of Lafayette Engineering Department

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050

NOTICE TO PROCEED

DATE: May 12, 2020

CONTRACTOR: Heartland Excavating, Inc.

PROJECT: Greenbrier Subdivision Concrete Repairs

You are hereby notified to commence work in accordance with the provisions of your contract dated May 12, 2020.

Signed: _____ Date: _____
Gary Henriott
Board of Public Works and Safety
President

Signed: _____ Date: _____
Cindy Murray
Board of Public Works and Safety

Signed: _____ Date: _____
Norm Childress
Board of Public Works and Safety

Signed: _____ Date: _____
Ronald Shriner
Board of Public Works and Safety

Signed: _____ Date: _____
Amy Moulton
Board of Public Works and Safety

ATTEST:

_____

Acceptance of Notice:

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

Heartland Excavating, Inc.
CONTRACTOR

Michael D. Weathers
SIGNATURE

Co OWNER
TITLE

5/4/2020
DATE

BOW

CITY OF
LAFAYETTE

Office of the City Engineer

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

ADDENDUM #8
AGREEMENT FOR UTILITY SERVICE
CONCORD ROAD LLC / STONE'S CROSSING SUBDIVISION

Pursuant to the conditions set forth in the above-referenced Utility Service Agreement signed April 9, 2002, this Addendum #8 is being executed to recognize the further development of subject property. (Described on Exhibit 'A' attached hereto.)

Section 4, Phase 4:
Lots 280-339 – 21.292± acres

The Cost Recovery Fees due for the real estate described in this addendum are delineated on Exhibit 'B' attached hereto. All terms and conditions of this amendment shall become a part of the total Utility Service Agreement as if they had been included in the original document including compliance with the stipulations set forth in the Statement of Policy for Utility Service.

City of Lafayette
Board of Public Works and Safety

_____
Gary D. Henriott, President

_____
Amy Moulton, Member

_____
Norman D. Childress, Member

_____
Ronald Shriner, Member

_____
Cindy Murray, Member

ATTEST:

Date:_____

_____

Date:_____

Owner/Developer:
Wea Development, LLC

Gregory A. Milakis

Gregory A. Milakis, Member

Date: 4/30/20

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Gary D. Henriott, President of the Lafayette Board of Public Works and Safety, Norman D. Childress, Board Member, Cindy Murray, Board Member, Amy Moulton, Board Member, and Ronald Shriner, Board Member and acknowledged the execution of the foregoing instrument this _____ day of _____, 2020.

_____
_____ Notary Public
Resident of _____ County

My Commission Expires: _____

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

Before me the undersigned, a Notary Public for the County of Tippecanoe, State of Indiana, personally appeared Gregory A. Milakis, representative of Wea Development, LLC, who acknowledged the execution of the foregoing Agreement for Utility Service this 30th day of April, 2020.

Misty L Grant-Kelsey
Misty L. Grant-Kelsey Notary Public
Resident of Tippecanoe County

My Commission Expires: 11/12/27

MISTY L. GRANT-KELSEY
My Comm. Expires 11-12-2027
NOTARY SEAL PUBLIC
Tippecanoe County ID #NP0723513
STATE OF INDIANA

EXHIBIT 'A'

LAND DESCRIPTION - SECTION 4, PHASE 4

Parts of the Southwest Quarter of Section 10 and the Northwest Quarter of Section 15, Township 22 North, Range 4 West, in Wea Township, Tippecanoe County, Indiana, being part of a 166.980-acre tract of land surveyed and described on an ALTA/ACSM Land Title Survey prepared by Ticen Surveying dated May 26, 1998, and recorded as Document Number 9833166 on December 7, 1998, in the Office of the Tippecanoe County Recorder (OTCR), more particularly described as follows:

Beginning at the southwest corner of Stones Crossing Subdivision, Section Four, Phase Three, as per the Final Plat thereof recorded May 9, 2016, as Document Number 201616007428 in said OTCR, said corner being further identified as the southwest corner of Lot 279 in said Subdivision; thence along the lines of said Section Four, Phase Three on the following three courses:

1) North 88°56'13" East 187.38 feet;
2) North 01°03'47" West 203.50 feet;
3) North 88°56'13" East 137.44 feet to the southeast corner of Lot 340 in said Subdivision and the west line of Stones Crossing Subdivision, Section Two, as per the Final Plat thereof recorded January 1, 2004, as Document Number 04001806 in said OTCR;

thence along the lines of said Section Two on the following four courses:

1) South 01°03'48" East 11.49 feet;
2) North 88°56'13" East 175.00 feet;
3) North 01°03'48" West 1.96 feet;
4) North 88°56'13" East 425.22 feet to the southeast corner of said Section Two, being also the southwest corner of Stones Crossing Subdivision, Phase One, Section One, as per the Final Plat thereof recorded in Plat Cabinet 7, Page 49, in said OTCR;

thence along the lines of said Phase One, Section One on the following three courses:

1) North 88°56'13" East 424.78 feet;
2) South 01°03'47" East 12.38 feet;
3) North 88°56'13" East 290.51 feet to the East Line of the Northwest Quarter of said Section 15, being also the approximate centerline of County Road South 250 East;

thence along said centerline South 00°58'24' East 589.72 feet; thence South 89°33'01 West 789.66 feet to the east line of Stones Crossing Subdivision, Section 4, Phase 1, as per the Final Plat thereof recorded February 7, 2014, as Document Number 201414002001; thence along said Section 4, Phase 1 on the following three courses:

1) North 13°20'59" West 66.66 feet;
2) South 82°50'08" West 106.97 feet;
3) South 07°10'10" West 53.39 feet;

thence South 89°33'0" West 556.80 feet; thence South 89°17'37" West 164.80 feet; thence North 01°03'58" West 391.78 feet to the Point of Beginning, containing 21.292 acres, more or less.

Subject to all easements, rights-of-way, restrictions, and covenants of record.

The above bearings are based on the recorded Final Plats for Stones Crossing Subdivision, Sections One, Two, and Three.

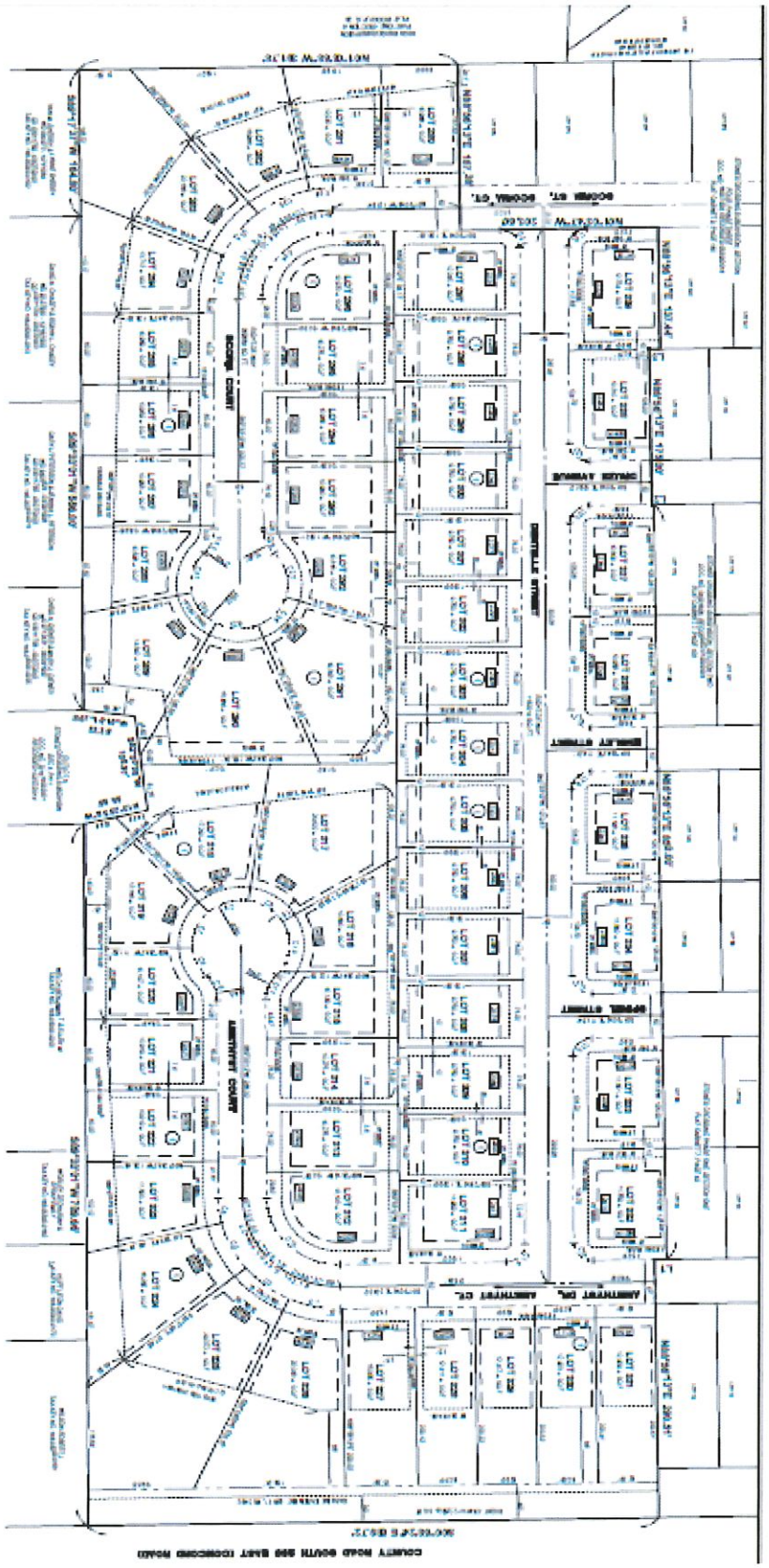

EXHIBIT 'B'

ADDENDUM #8
COST RECOVERY FEE SUMMARY SHEET
Concord Road LLC / Stone's Crossing Subdivision
April 24, 2020

Project Title: Section 4, Phase 4
Lots 280-339 (60 Lots) - 21.292± acres

Schedule of Fees:

I. Charges:

Water Fee	($1,879 x 21.292acres) =	$40,008	(24.4%)
Wastewater Fee	($3,306 x 21.292acres) =	$70,391	(42.9%)
Stormwater Fee	($2,525 x 21.292acres) =	$53,762	(32.7%)
		$164,161	

II. Down Payment

Water	$4,001
Wastewater	$7,039
Amount of credit from original down payment	$11,040

III. Balance Due

Total Fees	$164,161
Less Down Payment	$ 11,040
Balance Due	$153,121

$153,121 / 60 = $2,552 per lot

Allocation

Water	$ 623	(24.4%)
Wastewater	$1,095	(42.9%)
Stormwater	$ 834	(32.7%)

Total Fee $2,552 per lot

ADDENDUM #8
UTILITY COST RECOVERY FEE WORKSHEET

Project Title: **Concord Road LLC/Stone's Crossing Subdivision** Date: **4/24/2020**

Project Location: **Southwest Corner of Concord Road & CR 350 South**

Total Platted Acreage: **125.22±** Ac. (per Legal Description) No. of Lots: **1**

Service Area in which Proposed Project is located: (See Map) **9A**

A. Total Average Flow from IDEM Design Summary: _____ gpd **Addendum #8**

B. Acreage flow: A. (Platted Acreage) = _____ gpd per Ac. **Section 4, Phase 4**
21.292± acres
60 lots

C. Flow Multiplier: (Use 0 if less than 0) B. - 2000 (2000 gpd per Acre) = _____

WASTEWATER RECOVERY FEE WORKSHEET

1. Base Fee **$1,383**
2. Service Area Fee Schedule

Service Area 1 -	$2,583	
Service Area 2 -	--	**
Service Area 3 -	$2,245	
Service Area 3A -	$3,513	
Service Area 3B -	$1,678	
Service Area 4 -	$2,326	
Service Area 5 -	$1,327	
Service Area 6 -	$3,780	
Service Area 6A -	$4,853	
Service Area 7 -	$2,212	
Service Area 8 -	$825	
Service Area 9 -	$515	
Service Area 9A -	$1,923	
Service Area 10 -	--	
Service Area 11 -	$2,281	
Service Area 11A -	$2,281	
Service Area 12 -	--	
Service Area 13 -	$821	
Service Area 14 -	$1,947	
Service Area 15 -	--	
Service Area 16 -	$2,281	
Service Area 17 -	$5,000	*
Service Area 18A -	$6,796	*
Service Area 18B -	$7,560	*
Service Area 18C -	$3,841	*
Service Area 18D -	$7,647	*
Service Area 19 -	$3,550	/S.F. Service*
Service Area 20 -		*

2. Service Area Fee **$1,923**
3. Flow Rate Adjustment: [C. x (1.+2.)] = **$0**
4. Recovery Fee per Acre: (Sum of 1.+2.+3.) = **$3,306**
5. Total Wastewater Recovery Fee (4. x Total Platted Acreage)

$3,306 x **125.22** = **$413,977**

Addendum #8 **$3,306** x **21.292** = **$70,391**

WATER RECOVERY FEE WORKSHEET

1. Base Fee **$1,879**
2. Service Area Fee Schedule

Service Area 1 -	--	
Service Area 2 -	--	**
Service Area 3 -	--	
Service Area 3A -	$619	
Service Area 3B -	$619	
Service Area 4 -	$104	
Service Area 5 -	--	
Service Area 6 -	$370	
Service Area 6A -	$282	
Service Area 7 -	$312	
Service Area 8 -	$179	
Service Area 9 -	$8	
Service Area 9A -	--	
Service Area 10 -	--	
Service Area 11 -	$28	**
Service Area 11A -	$55	
Service Area 12 -	--	
Service Area 13 -	$1,331	
Service Area 14 -	--	
Service Area 15 -	$2,419	
Service Area 16 -	$28	
Service Area 17 -		*
Service Area 18A -		*
Service Area 18B -		*
Service Area 18C -		*
Service Area 18D -		*
Service Area 19 -		*
Service Area 20 -	$1,271	*

2. Service Area Fee **$0**
3. Flow Rate Adjustment: [C. x (1.+2.)] = **$0**
4. Recovery Fee per Acre: (Sum of 1.+2.+3.) = **$1,879**
5. Total Water Recovery Fee (4. x Total Platted Acreage)

$1,879 x **125.22** = **$235,288**

$1,879 x **21.292** = **$40,008**

* No Base Fee required for this Service Area.

** Revision of Service Area Fee pending.

SEE REVERSE SIDE FOR ADDITIONAL FEE SCHEDULES

5/12/00 - R4

STORMWATER COST RECOVERY FEES

1.	Greenbush Pond Watershed -	$12,500	/ Acre Foot of Storage
2.	Wilson Branch Reservoir Watershed -	$9,339	/ Acre Foot of Storage
3.	Elliott Ditch Reservoir Watershed - ["F-Lake" (Ivy Tech Area) Watershed to East ---- Project Pending]	$10,000	± / Acre Foot of Storage
4.	Coleman Drain Watershed	$7,384	/ Acre + Greenbush Pond Storage Charge
5.	Southside Drainage Watershed	$7,086	/ Acre

MISCELLANEOUS COST RECOVERY FEES

I. **WATERMAINS**

Creasy Lane area between Creasy Court and State Road 38	$850	/ Acre of Platted Acreage

Miscellaneous Note: Per the Master Agreement, Stormwater Fees were being developed at the time of execution of Master Agreement. Starting with Addundum #1 - Stormwater Fees for the Kirkpatrick Legal Drain Reconstruction apply ($2,525 per acre).

CITY OF
LAFAYETTE

May 7, 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 and Notice to Proceed for the Pearl River Sewer Relocation Project. This project is for the relocation of an approximately 6-foot by 9-foot brick arch sewer and the construction of approximately 2,400-feet of 12 to 46-inch diameter mainline and branch sewer.

Bowen Engineering Corporation has agreed to perform this work in the not-to-exceed amount of $3,523,976.

The Notice to Proceed for this project begins May 12, 2020 with a Substantial Completion by January 15, 2021.

These documents have been reviewed by the City Attorney and I recommend them 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

SECTION 00500

AGREEMENT FORM

THIS CONTRACT, made the _____,2020 by and between Bowen Engineering Corporation, hereinafter called the "Contractor", and the City of Lafayette, a municipal corporation, hereinafter call the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of:

PEARL RIVER SEWER RELOCATION PROJECT

for the Owner, all in strict accordance with the Bid Documents which include Drawings and Specifications, including any and all addenda, prepared by City of Lafayette, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other Bid Documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Three Million, Five Hundred Twenty-Three Thousand, Nine Hundred Seventy-Six and 00/100 Dollars ($3,523,976.00). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Construction Contract
2. Contractor's Proposal
3. Bidder Requirements
4. Specifications (including Addenda)
5. General Conditions
6. Map and Photographs

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense,

remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in 3 original counterparts the day and year first above written.

Bowen Engineering Corp.
Contractor

By John Dettman
John Dettman

Title Vice President of Operations

TRISH N. SANDS
Madison County
My Commission Expires
September 18, 2020

(SEAL) State of Indiana
County of Marion

Attest:

Notary Public Trish Sands
My Commission Expires: 9/18/2020

CITY OF LAFAYETTE, Board of Public Works & Safety
Owner

By _____
Gary Henriott, President

_____
Norm Childress, Member

_____
Amy Moulton, Member

_____
Cindy Murray, Member

_____
Ron Shriner, Member

(SEAL)

Attest:

_____

_____
Date

END OF SECTION

City of Lafayette (City)
Tobacco Free Workplace Policy
("Policy")

Purpose

The purpose of this Policy is to establish a tobacco free policy for the City of Lafayette. The City is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. Because the City recognizes the hazards caused by exposure to environmental tobacco smoke, as well as the life-threatening diseases linked to the use of all forms of tobacco, it shall be the policy of the City, effective August 22, 2014, to provide a tobacco-free environment for all employees and visitors. This Policy may be amended, changed or terminated by the City, in its sole discretion at any time, with or without notice.

General

It is the policy of the City to prohibit smoking and the use of all forms of tobacco on all City premises in order to provide and maintain a safe and healthy work environment for all employees. This Policy covers the smoking of any tobacco product and the use of oral tobacco products or "spit" tobacco. For purposes of this Policy "smoking" means the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette, pipe of any kind or any other device, including but not limited to e-cigarettes, used to burn tobacco or other like substances.

Scope

1. This Policy applies to the following:

   a. Any areas of buildings occupied by a City employee.
   b. A City sponsored off-site conference and meeting.
   c. A vehicle owned or leased by the City.
   d. A visitor, customer and vendor of the City.
   e. A contractor or consultant and their employees working on City property.
   f. A full-time or part-time employee and an intern, temporary, or seasonal employee or volunteer.

2. No use of tobacco products or smoking will be allowed within the enclosed facilities of the City at any time. For purposes of this Policy, "facility or facilities" means any building, structure, improved or unimproved land, or any part of any building, structure, or land which is owned, used or occupied by the City.

3. The decision to provide an outside designated smoking area will be at the discretion of a department head in consultation with the Mayor. If a designated smoking area is permitted, the designated smoking area must comply with the following:

   a. The area must be located at least twenty (20) feet from a facility's entryways, windows, vents and doorways, and not in any location that allows smoke to circulate back into a building.
   b. All materials used for smoking in this area, including, but not limited to, cigarette butts and matches, will be extinguished and disposed of in an appropriate container. A manager or supervisor will ensure periodic cleanup of the designated smoking area. If the area is not properly maintained (for example, if cigarette butts are found on the ground), the area can be eliminated at the discretion of management.

4. While on City work time, an employee who wishes to use a tobacco product may not do so anywhere in public view where he/she can be identified as an employee of the City.

5. No use of tobacco products or smoking will be allowed in or on any City vehicle at any time. No use of tobacco products or smoking will be allowed in personal vehicles when transporting people on City authorized business.

6. An employee may not smoke or use tobacco products when he/she is performing the duties of his/her City position. This prohibition includes an employee who performs his/her duties outside and on or off City property.

For example, an employee may not smoke or use tobacco while performing duties which may include, but are not limited to, mowing, repairing streets or sidewalks, inspections, landscaping, or lifeguarding.

7. A department head or the department head's designee, will discuss the issue of taking breaks with his/her staff, both tobacco and non-tobacco users. Together, they will develop effective solutions that do not interfere with the productivity of the staff.

Enforcement

1. The City believes that the spirit of thoughtfulness and cooperation which is characteristic at the City is adequate to resolve a dispute which might arise under this Policy. Where a dispute cannot be resolved, the rights of the non-tobacco user shall be given precedence.

2. To resolve a complaint about tobacco use, see below:

   a. A complaint about the application of this Policy to the City workplace should be brought to the attention of a department head or the Human Resources department.
   b. The complaint should be submitted in writing and identify specific objections. The City will investigate the complaint, when appropriate, and resolve it in accordance with this Policy or other applicable City rules and policies.
   c. No employee shall be subject to any form of retaliation for raising a complaint under or asking a question about this Policy.

3. An employee who violates this Policy will subject to disciplinary action up to and including termination of employment.

[INTENTIONALLY LEFT BLANK]

City of Lafayette
Tobacco Free Workplace Policy
Acknowledgement

I have read the City of Lafayette's Tobacco Free Workplace Policy (Policy) or it has been explained to me in a language I comprehend. I understand my responsibilities and duties as they relate to this Policy. I have been given a copy of this Policy.

Employee Signature: _____

Employee Name (print): John Dettman

Date: 5/4/2020

Notice of Award

Date: 4/28/2020

Project: Pearl River Sewer Relocation Project	
Owner: City of Lafayette	Owner's Contract No.:
Contract:	Engineer's Project No.: 639700.0000
Bidder: Bowen Engineering Corporation	
Bidder's Address: 8802 North Meridian Street, Indianapolis, IN 46240	

You are notified that your Bid dated April 14, 2020 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid.

The Contract Price of your Contract is $Three Million, Five Hundred Twenty-three Thousand, Nine Hundred and Seventy-Six Dollars and Zero Cents. ($3,523,976.00).

Electronic or Printed Copies of the Contract Drawings will be delivered separately or otherwise made available to you.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner and Engineer [3] fully executed counterparts of the Contract Documents. Electronic copies may also be used.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Lafayette
Owner

By: [signature]
Authorized Signature

Board of Works President
Title

Copy to Engineer

Butler Fairman Seufert
CIVIL ENGINEERS

Headquarters:
8450 Westfield Blvd.,
Suite 300
Indianapolis, IN 46240
T 317.713.4615
F 317.713.4616
E bfs@BFSEngr.com
www.BFSEngr.com

Branch Locations:
Fort Wayne
Lafayette
Merrillville
Plainfield
South Bend
Louisville, KY

Founded 1961

April 22, 2020

Mr. Brad Talley
Superintendent, Lafayette Renew
1700 Wabash Avenue
Lafayette, Indiana 47909

RE: Pearl River Sewer Relocation Project

Dear Mr. Talley,

We have reviewed the bids for the Pearl River Sewer Relocation Project.

Bid Opening

Bids were received on April 14, 2020, and then opened and read aloud at 9:00 am. The project advertised on March 6 and March 13, 2020 in the Journal & Courier.

Four Addenda were issued:

1. Addendum 1 postponed the original bid date of March 31 to April 14.

2. Addendum 2 addressed various design and quantity updates to the plans and specifications.

3. Addendum 3 addressed the bid submittal process with respect to the COVID-19 pandemic.

4. Addendum 4 addressed unanticipated conditions with trenchless pipe installations.

Two bids were received. Atlas Excavating, Inc and Bowen Engineering Corporation submitted bids for the project.

Bid Results

The bidders submitted additional information to supplement their bids. The documentation is complete, with the exception that Atlas Excavating did not provide financial documents with their bid submittal.

Bowen Engineering Corporation is the apparent lowest, responsive, responsible bidder for the project for the base bid and with consideration for including alternate bids. Bowen Engineering Corporation has worked with the City of Lafayette on past projects with success. The following are the bid prices:

Base Bid:	$3,523,976.00
Alternate Bid No. 1 (Additional 289 feet of 48-inch Jack-and-Bore-Sewer)	$1,453,859.00
Alternate Bid No. 2 (Abandoning Brick Sewer Between Columbia and Alleys)	$ 96,624.00
Alternate Bid No. 3 (Salvaged Brick in Lieu of Porous Pavers on 7th Street)	$ 130,197.00

<u>Bid Acceptance Recommendation</u>

Based on the information provided herein, the bid results, review of the bid documents, and subsequent discussions, we recommend accepting the Base Bid price as submitted by Bowen Engineering Corporation.

Please contact us at (765) 423-5602 if there are any comments or questions.

Sincerely,
BUTLER, FAIRMAN and SEUFERT, INC.

Colin M. Dale

Colin Dale, P.E.
Butler, Fairman & Seufert, Inc.

Bid Results

Pearl River Sewer Relocation Project

City of Lafayette, Indiana

BIDS RECEIVED ON
4/14/2020

Bidder	Base Bid	Alternate Bid No. 1	Alternate Bid No. 2	Alternate Bid No. 3
Engineer Estimate	$4,160,273.00	$1,091,530.00	$122,260.00	$199,430.00
Bowen Engineering, Corp.	$3,523,976.00	$1,453,859.00	$96,624.00	$130,197.00
Atlas Excavating, Inc.	$4,376,915.00	$1,242,510.00	$220,936.00	$260,320.00

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Bowen Engineering Corporation as Principal, and Travelers Casualty and Surety Company of America and Continental Casualty Company as Surety, are held and firmly bound unto the City of Lafayette for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of * dollars ($ 3,523,976.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

* Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy Six and No/100

Dated this 5th day of May, 2020.

The condition of this obligation is such that whereas the above named Principal did, on the 28th day of April, 2020, enter into a Contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

PEARL RIVER SEWER RELOCATION PROJECT

as described and defined in said Contract and in the Specifications and Drawings, prepared by the City of Lafayette, Indiana which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy Six and No/100 dollars ($ 3,523,976.00),and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, Plans, Specifications, Drawings or Profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 2020, affixed our signatures and corporate seals to **3** executed original counterparts of this bond.

Bowen Engineering Corporation
Principal

ATTEST: Amanda Landé

By John W Dotter
Authorized Agent

Travelers Casualty and Surety Company of America and Continental Casualty Company
Surety

ATTEST:
Stacy Stout

By
Attorney-In-Fact
Robert L. Sherfick

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jason D. McEldowney, Robert L. Sherfick, and John W. Hannon, III,** of **Carmel, Indiana** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and allbonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business ofguaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

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

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

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

Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 5th day of May, 2020

Kevin E. Hughes, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jason D McEldowney, John W Hannon III, Robert L Sherfick, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of June, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5th day of May, 2020.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, Bowen Engineering Corporation as Principal, and Travelers Casualty and Surety Company of America and Continental Casualty Company as Surety, are held and firmly bound unto the City of Lafayette for the benefit of the City of Lafayette, hereinafter called the Owner, in the penal sum of * dollars ($ 3,523,976.00) for the payment of which we are hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

* Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy Six and No/100

Dated this 5th day of May, 2020.

The condition of this obligation is such that whereas the above named Principal did, on the 28th day of April, 2020, enter into a Contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

PEARL RIVER SEWER RELOCATION PROJECT

as described and defined in said Contract and in the Specifications and Drawings, prepared by the City of Lafayette, Indiana which are part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Three Million Five Hundred Twenty Three Thousand Nine Hundred Seventy Six and No/100 dollars ($ 3,523,976.00) and to remove and replace any defective or unsuitable equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work which Contract is made a part of this bond the same as though set forth herein.

Now if said Principal shall promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and assenting that this undertaking directly insures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or the Specifications.

No change, modification, omission, or addition in and to the terms or conditions of said Contract, plans, specifications, drawings, or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate

to release or discharge said Surety and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 5th day of May, 2020, affixed our signatures and corporate seals to 3 executed original counterparts of this bond.

Bowen Engineering Corporation
Principal

ATTEST:

Amanda L. Landé

By
Authorized Agent

Travelers Casualty and Surety Company of America and
Continental Casualty Company
Surety

ATTEST:

Stacy Stout

By
Attorney-In-Fact
Robert L. Sherfick

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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jason D. McEldowney, Robert L. Sherfick, and John W. Hannon, III, of Carmel, Indiana** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and allbonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business ofguaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

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

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

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

Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this 5th day of May, 2020

Kevin E. Hughes, Assistant Secretary

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jason D McEldowney, John W Hannon III, Robert L Sherfick, Individually

of Carmel, IN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 22nd day of June, 2018.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 5th day of May, 2020.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CITY OF LAFAYETTE

NOTICE TO PROCEED

DATE: May 7, 2020

CONTRACTOR: Bowen Engineering Corporation.

PROJECT: Pearl River Sewer Relocation Project

You are hereby notified to commence work on Pearl River Sewer Relocation Project in accordance with the provisions of your contract dated May 12, 2020.

Substantial Completion shall be January 15, 2021.

ATTEST:

_____

Mindy Miller, Deputy Clerk

Acceptance of Notice:

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

_____

Bowen Engineering Corporation

_____

Date

CITY OF LAFAYETTE

Signed: _____ Date: _____
Gary Henriott, President
Board of Public Works and Safety

Signed: _____ Date: _____
Cindy Murray, Member
Board of Public Works and Safety

Signed: _____ Date: _____
Norm Childress, Member
Board of Public Works and Safety

Signed: _____ Date: _____
Ron Shriner, Member
Board of Public Works and Safety

Signed: _____ Date: _____
Amy Moulton, Member
Board of Public Works and Safety

Bike Month &

Bike to Work Day 2020

Proclamation

Whereas For more than a century, the bicycle has been an important part of the lives of most Americans; and

Whereas Today, millions of Americans engage in bicycling as an environmentally sound form of transportation, an excellent way of gaining and maintaining fitness, and a means of promoting quality family recreation;

Whereas The education of both cyclists and motorists as to the rights of cyclists to the public roadways, and the responsibilities thereby assumed, are important to ensure the safety of both cyclists and motorists; and

Whereas Bicycle groups throughout our nation, state, and city are promoting greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities;

Whereas Greater Lafayette is a growing, thriving community with transportation and recreation demands;

NOW THEREFORE

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

_____	_____	_____
Tony Roswarski, Mayor	John Dennis, Mayor	Tracy Brown, Commissioner
City of Lafayette	City of West Lafayette	Tippecanoe County