



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> City of Lafayette New Municipal Building 6 th and Columbia Street Lafayette, Indiana 47901	CONTRACT INFORMATION: Contract For: Complete Construction Date: July 23, 2020	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: April 27, 2023
OWNER: <i>(Name and address)</i> City of Lafayette 20 North 6 th Street Lafayette, Indiana 47901	ARCHITECT: <i>(Name and address)</i> BF&S Civil Engineer 11 South Third Street, Suite 200 Lafayette, Indiana 47901	CONTRACTOR: <i>(Name and address)</i> Kettelhut Construction, Inc. 740 Sagamore Parkway South Lafayette, Indiana 47905

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

KCI Field Order 6735.090 - 7th Street resurfacing and subsurface drainage project

The original Contract Sum was	\$ 14,250,933.00
The net change by previously authorized Change Orders	\$ 25,701,433.00
The Contract Sum prior to this Change Order was	\$ 39,952,366.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 711,875.00
The new Contract Sum including this Change Order will be	\$ 40,664,241.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be June 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon 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, CONTRACTOR AND OWNER.

City of Lafayette - Engineer ARCHITECT <i>(Firm name)</i>	Kettelhut Construction, Inc. CONTRACTOR <i>(Firm name)</i>	City of Lafayette - Redevelopment OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Jeremy Grenard, City Engineer	D. Alex Gonzalez, Executive VP	Dennis Carson, Economic Development Director
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
April 27, 2023	April 27, 2023	April 27, 2023
DATE	DATE	DATE

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 27th day of April, 2023.

LAFAYETTE REDEVELOPMENT COMMISSION

James Foster, President

Frank Donaldson, Vice President

Shelly Henriott, Secretary

Jim Terry, Commissioner

Jos Holman, Commissioner

ATTEST:

Dave Moulton

Josh Loggins

COL- Public Safety Buiding & Parking Garage

GMP Cost Summary

April 6, 2023

7th Street work

Bid Package	Bid Package Description	Apparent Low Bidder	Bid Price
1	7th Street	Milestone Contractors LP	\$553,000
			\$553,000

Sales Tax		exempt
CM Site Services LS		\$45,559
General Conditions LS		\$71,320
Preconstruction Services LS		\$0
CM Contingency	2.50%	\$13,825
Estimate Contingency	5.00%	\$0
Permits LS		\$0
Builder's Risk Insurance	by owner	\$0
General Liability Insurance	1%	\$6,837
CM Fee	2.50%	\$17,264
Payment & Performance Bond	0.575%	\$4,070
GMP TOTAL		\$711,875



Milestone Contractors, L.P.
 3301 S CR 460 E
 Lafayette, IN 47909
 Phone: (765) 772-7500
 Fax: (765) 772-7541

PROPOSAL
 (Contract Binding Upon Credit
 Approval and Acceptance)

Date: **April 4, 2023**

To: Kettelhut Construction, Inc.

Attn: Alex Gonzalez

Area:

Project: 7th St. Resurfacing & Subsurface Drainage

Estimate No. L50709P1

Estimator: Ken Walker

We propose to furnish only the material(s), labor, equipment and/or services (collectively "Work") for the above Project at the Price(s) and in accordance with terms stated below. We may, without notice, deem this Proposal to have been withdrawn if: (1) not accepted within 14 days following the date hereof, and/or (2) the results of a credit check do not meet our internal credit approval standards. UPON TIMELY ACCEPTANCE AND CREDIT APPROVAL AS PROVIDED ABOVE, THIS PROPOSAL SHALL BECOME A BINDING CONTRACT.

We are pleased to provide our Proposal to construct the 7th St. Resurfacing & Subsurface Drainage Project in accordance with the plans, specifications, KCI Field Order 6735.090 (attached), and the following Conditions & Clarifications / Special Provisions:

Revised Proposal

Our revised proposal is based on the scope changes shown on attached Exhibit A.

Conditions and Clarifications / Special Provisions

1. We **INCLUDE** the following:
 - a) ~~Performance & payment bonds~~
 - b) Construction engineering (layout and as-builts)
 - c) Erosion control (limited to curb inlet protection and street sweeping)
 - d) Full road closure for 60 calendar days
 - e) Temporary chain link fence around the perimeter of the project for pedestrian safety
 - f) Dual wall perforated HDPE pipe will be used for the deep 6" underdrain
 - g) Dual wall HDPE bends ~~and tees~~ will be used on the deep 6" ~~and 8"~~ underdrain
 - h) ~~Dual wall solid HDPE pipe will be used for the deep 8" underdrain~~
 - i) Single wall perforated HDPE pipe will be used for shallow 6" underdrain

2. We **EXCLUDE** the following:
 - a) **Performance & payment bonds**
 - b) Sales tax, fees, allowances, and assessments
 - c) Third party testing and inspection
 - d) Herbicide treatment
 - e) Construction of new sidewalk and curb ramps
 - f) Detour route signage
 - g) Pavement markings
 - h) New sheet signs
 - i) Constructing the work in phases to maintain traffic
 - j) Pipe cleaning, testing, and televising
 - k) Relocation of underground utilities
 - l) Removal and disposal of any unforeseen buried objects
 - m) Coal chute backfilling and enclosures, if encountered
 - n) Electrical and landscaping work

3. Miscellaneous

- a) Our price is based on completing this 7th Street project before we start our Lafayette Streetscape, Phase VII project
- b) Our price is based on having full access to the project limits while the road is closed to all traffic
- c) We cannot guarantee against movement of the brick pavers after installation. Streets with similar pavement design are prone to paver settlement. There are several examples of this in town. If we are directed to repair the permeable paver street, we would seek compensation for this extra work.

Lump Sum Base Bid Amount = \$ 553,000.00

Terms and conditions include those on reverse side and/or continuation sheet(s)

SUBMITTED as of the Date stated above on behalf of Milestone Contractors North, Inc.

By: Ken Walker Cell 765-412-4840 Title: Director of Estimating

CUSTOMER ACCEPTANCE: This Proposal including description(s) of Work and all other terms and conditions herein stated, are hereby accepted and authorization is hereby given to commence the Work accordingly.

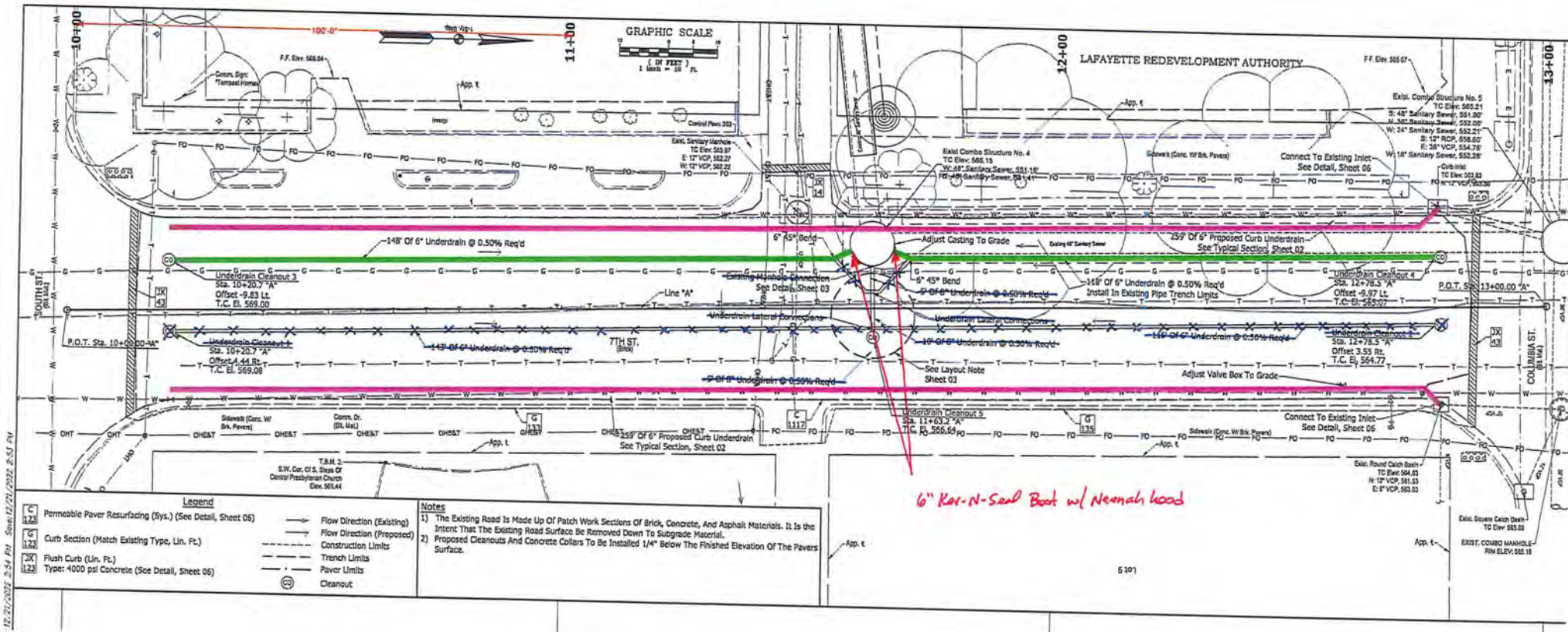
Signature	Title	Date
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General Terms and Conditions

These terms shall supersede any different terms stated in any other documents that have been or may hereafter be issued or executed for the above Project or Work. Customer's acceptance of this Proposal may occur by signature below, or by any act or expression manifesting Customer's intention to proceed hereunder, including but not limited to Customer's approval, directive or authorization for us to commence Work. We shall not be bound by any additional or different terms stated by Customer in any prior or future expression concerning the Project, or by any modifications or additions to terms stated herein, unless separately agreed to by us in writing.

1. Customer shall (a) not cause, create or allow others to cause or create any conflict, delay or hindrance in our performance of Work; (b) provide and expedite responses to submittals and inquiries, and provide sufficient and timely information, permits and approvals; (c) assure access to and make all provisions for our entry upon lands, including easements and rights of way; (d) assure and guarantee that products of our Work remain free of damage, deterioration or other adverse or detrimental conditions due to deficiencies or inadequacies in design, inspections or other work undertaken by or for Customer or others; (e) take such other action and manage the Project in other respects to enable us to perform Work in an uninterrupted, expedited and single-shift operation; and (f) indemnify us and hold us harmless as to any losses, costs and damages arising from third party claims and caused in whole or part by the Customer or others for whose acts Customer is responsible.
2. We shall not be held responsible for or otherwise become obligated with respect to any of the following:
 - a) Conforming to any original or updated scheduling that is has not been expressly approved by us beforehand in writing;
 - b) Delays, hindrances or other adverse and unavoidable conditions and circumstances (including adverse weather) not exclusively caused by us and within our control, or which render our performance impossible, impracticable or unduly burdensome or costly;
 - c) Damages to or conflicts with utilities or other physical structures or conditions (or the removal or relocation thereof), the existence or location of which were omitted or misstated by plans, surveys, reports, markings or other information relied upon by us in the course of planning or executing Work;
 - d) Providing any services, labor, materials or equipment that is not specifically included in the description of Work contained in this Proposal or duly signed change order or other written modification of these terms; provided, we may elect to perform additional or extra work or services pursuant to any request or directive from Customer without mutual written agreement specifying the basis for payment for same, and in such case we will be compensated based on our standard rates and charges in effect when such work or services are rendered, and we shall also be entitled to an appropriate scheduling extension if and as needed.
 - e) Errors, inconsistencies or deviations shown by or inherent in plans, drawings, surveys or other information furnished to us by Customer or others and relied upon by us in performance of the Work;
 - f) Utilizing means, methods, techniques or procedures which would result in added costs, delays, inefficiencies or other unplanned adverse impacts upon our Work;
 - g) Performing any Work in an area affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material or toxic condition or substance (as those terms are defined by law or common trade practices) which has not been rendered harmless;
 - h) Damage to or deterioration or diminished performance characteristics of our Work or other property resulting from any cause or condition beyond our exclusive and direct control, including, but not limited to those caused by (i) failures, discrepancies, deficiencies or other inadequacies in construction performed or undertaken by Customer or others, whether or not the existence of such failure or inadequacy was known or discoverable by us at or prior to the time our Work was undertaken by us, and (ii) deferral or postponement of any part of the Work due to weather or seasonal conditions, or for Customer's convenience.
 - i) Any special, incidental, consequential or liquidated damages.
3. If we encounter any condition or circumstance in performing Work that differs materially from that described herein or indicated in applicable plans or specifications or other Project information that has been provided to us as of this date, or is not of the type generally encountered in performing the type and nature of Work described herein, then we shall be entitled to an equitable adjustment in price and/or allotted time for performance of the Work. If Work is delayed or accelerated for any reason beyond our control, compensation shall be equitably adjusted and time for performance shall be extended to account for such delay or acceleration.
4. Subject to conditions and limitations stated elsewhere in this Proposal, our Work will be of good quality in accordance with generally accepted trade standards and free from material defects not inherent in the quality specified or permitted to be performed or installed. Such warranty excludes any remedy for damage or defect caused by or resulting from abuse, modifications not executed by Subcontractor, errors or deficiencies inherent in the selection of products, methods or procedures specified or permitted by the Subcontract Documents, improper or insufficient maintenance, improper operations, or normal wear and tear under normal usage, or inadequacies caused or aggravated by deficient work or inspections performed by others. This warranty shall be in force for a limited period of one (1) year following the last day when significant construction activities for the affected Work were last performed by us, or one (1) year after substantial completion of the entire Work, whichever occurs first. This warranty shall be in lieu of any other express or implied warranty in respect of the Work. No claim arising from any actual or alleged defects or deficiencies in our Work shall be valid unless (i) we substantially neglect or refuse to address the circumstance(s) giving rise thereto within fourteen (14) days after receipt of written notice from Customer describing the defect or deficiency and requesting correction of same, and (ii) expiration of seven days (7) following our receipt of an additional written notice from Customer stating the claim or other action intended to be taken by Customer. Failure of Contractor or any other party to give such notices to us shall conclusively be deemed a release and waiver of any claim in respect of any actual or alleged defect, deficiency or other inadequacy in our Work.
5. Except as otherwise specifically provided herein, Customer shall make payments for Work based upon monthly invoices for Work rendered and within thirty (30) days following receipt of invoice. Failure to provide written notice objecting to any invoiced charges within ten (10) days following receipt of invoice shall be deemed an acceptance and approval of same. No retainage shall be withheld from any interim or final payment. Past due payments shall bear interest at the rate of two percent (2%) per month. Customer's obligation to make payment shall not be conditioned upon Customer's receipt of payment from any third party.
6. We may cease performing work and terminate further contractual obligations concerning our Work upon (i) any substantial failure of the Customer to perform in accordance with the terms hereof, and/or (ii) nonpayment of amounts remaining unpaid for 10 days or longer after such amounts first become due, and/or (iii) Customer's bankruptcy or actual or threatened insolvency. In such case, we shall be entitled to payment for all Work executed and for all loss and damages pertaining to Work remaining to be performed, including reasonable allowances for overhead and profit.
7. Any controversy or claim arising out of or related to this Proposal or rendering of Work shall, at our sole discretion, be settled by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Such arbitration, if implemented, shall not impair any mechanics' lien or bond claim rights or similar remedies. We shall not be bound by any award, judgment or other form of decision or adjudication in connection with any claim or dispute in any proceeding in which we are not lawfully joined as a party.
8. In any action, claim or defense asserted by us to enforce any obligation of Customer hereunder, including but not limited to payment obligation(s), we shall be entitled to recover attorney fees and other expenses of arbitration or litigation.

Exhibit A



12-27-2022, 2:54 PM, Sheet 12/21, 2-53 RV

Legend	
	Permeable Paver Resurfacing (Sys.) (See Detail, Sheet 05)
	Curb Section (Match Existing Type, Lin. Ft.)
	Flush Curb (Lin. Ft.) Type: 4000 psi Concrete (See Detail, Sheet 06)
	Flow Direction (Existing)
	Flow Direction (Proposed)
	Construction Limits
	Trench Limits
	Paver Limits
	Cleanout

Notes

- 1) The Existing Road Is Made Up Of Patch Work Sections Of Brick, Concrete, And Asphalt Materials. It Is The Intent That The Existing Road Surface Be Removed Down To Subgrade Material.
- 2) Proposed Cleanouts And Concrete Collars To Be Installed 1/4" Below The Finished Elevation Of The Pavers Surface.

Prepared by KWW
4-4-23