

**STATE OF INDIANA'S
DESIGNER/CONSULTANT CONTRACT
CHANGE ORDER/AMENDMENT #3
FOR A PUBLIC WORKS PROJECT**

CONTRACT #000000000000000000057228

THIS IS AMENDMENT #3 to the Contract for a Designer/Consultant for Public Works Project ("Contract"), entered into by and between the Indiana Department of Administration's Public Works Division ("State") and **CSO-ARCHITECTS, INC** (for purposes of this Amendment #3, the Designer or the Consultant shall hereinafter be referred to as the "Contractor"), and executed pursuant to the terms and conditions set forth herein, governed by Indiana Code 4-13.6, *et seq.*

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the Contract as follows:

1. A written change has been requested by the Contractor, as detailed in **Amendment #3 Exhibit A**, attached hereto and incorporated herein, in connection with the following Public Works Project:

Project Number: 32012000-22-011-D1
Project Name: Design contract for ILEA renovations
Contractor: CSO-ARCHITECTS, INC
Institution/Department: Law Enforcement Academy
Purchase Order Number: 0020001452
Req Number:
Change Order Number: 3

2. The State has approved the change request, as detailed in **Amendment #3 Exhibit B**, attached hereto and incorporated herein.

3. The consideration for this Amendment #3 is as follows:

ORIGINAL CONTRACT VALUE	\$5,045,875.00
TOTAL PREVIOUS AMENDMENT VALUE	\$1,344,429.00
PRE-AMENDMENT CONTRACT TOTAL	\$6,390,304.00
<input type="checkbox"/> INCREASE/ <input type="checkbox"/> DECREASE THIS AMENDMENT	\$
<input type="checkbox"/> INCREASE/ <input type="checkbox"/> DECREASE REIMBURSABLE EXPENSES	\$
NEW CONTRACT TOTAL REMUNERATION	\$6,390,304.00

4. The term of this Contract is hereby extended for an additional **791** days.
 decreased by **0** days.
 remains the same.

Therefore, the Contract shall terminate on 1/12/2027.

5. The **Indemnification** section of the Contract (*located at Section 14.21 of the Contract for Design of a Public Works Project and Section 28 of the Contract for a Consultant for a Public Works Project*) shall be superseded and replaced in its entirety by the following:

The Designer/Consultant agrees to indemnify and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, reasonable attorney's fees, and other expenses to the extent caused by any negligent act or omission, or the willful misconduct of the Designer/Consultant and/or its subdesigners/subconsultants, if any, in the performance of this Contract. If the Designer/Consultant is a professional identified in IC 26-2-5-4(b), this indemnification obligation shall be interpreted in accordance with IC 26-2-5-4. The State shall not provide such indemnification to the Designer/Consultant.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment for Public Works Project Number **32012000-22-011-D1**. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Contractor:
CSO ARCHITECTS, INC

By: *Joe Raper*
2885A171D1AF424...

Printed Name: Joe Raper
Title: Principal

Department of Administration
Public Works Division

By: *Robert Grossman*
7FE90B156DAD4FD...

Robert Grossman, Director
For IDOA Commissioner if less than \$10,000,000

Date: 11/15/2024 | 11:31 EST

Date: 11/15/2024 | 11:33 EST

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	Electronically Approved by: State Budget Agency PURSUANT TO IC 4-13-2-14.1(a) (2)(B) Approval not required for Contracts under \$100,000.00 By: _____ (for) Joseph M. Habig, Acting State Budget Director
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Approved as to Form and Legality:
Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on August 23, 2024. FA 24-48

This document prepared and reviewed by:
Tammera J. Glickman
Counsel, Indiana Department of Administration

AMENDMENT #3 EXHIBIT A



October 31, 2024

Mr. Robert Grossman
Director, IDOA – Public Works Division
402 W. Washington Street, W462
Indianapolis, Indiana 46204

RE: ILEA Design Contract Time Extension

Dear Robert,

CSO is most pleased to have been given the opportunity to update this proposal for and construction administration services for the ILEA project for the Phase 1 projects. The construction Manager's schedule is currently projecting the following milestone dates for completion of the Phase 1 Scope of Work:

- New Dormitory substantial completion – 3/25/25.
- New Education Wing substantial completion – 1/12/26.

CSO's current design contract has an expiration date of November 12, 2024. CSO requests a time only extension to our original contract to 1/12/27. This extension will carry through the construction of the Classroom Wing including its warranty period. No additional fees are being requested at this time. All other provisions of our agreement and services remain unchanged.

Once again, we appreciate the opportunity to provide this time only proposal to the Indiana Department of Administration. Let me know if you need any additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Alan R. Tucker".

Alan R. Tucker, AIA, LEED AP
President

cc: Patty Adams, File

ACCEPTED BY

DATE

AMENDMENT #3 EXHIBIT B



STATE OF INDIANA

Eric J. Holcomb, Governor

DEPARTMENT OF ADMINISTRATION
Public Works Division
402 West Washington Street, Room W462
Indiana Government Center – South
Indianapolis, Indiana 46204-2746
PHONE: (317) 232-3001

MEMORANDUM

To: Dr. Rebecca Holwerda, Commissioner, IDOA

Through: Bob Grossman, Director, DAPW

From: Mike Gaddis, Assistant State Engineer, DAPW

Date: November 6, 2024

RE: Project 32012000-22-011-D1
ILEA Expansion – Design
Indiana Law Enforcement Academy
Change Order No. 3

Public Works recommends processing Designer Change Order No.3 to the Contract with CSO Architects for a no cost contract time extension of 791 days.

This change is required to extend the design contract through estimated construction period of the Dorm and Classroom Wings, including the warranty period.