NOTICE OF PUBLIC MEETING
OF THE
LAFAYETTE REDEVELOPMENT COMMISSION
April 23, 2020
11:00am
City of Lafayette YouTube channel https://www.youtube.com/user/CityofLafayetteIN/live

Welcome And Call To Order

Approve Minutes

Approve Minutes Of The March 26, 2020 Meeting

Documents:

MARCH 26 2020 MINUTES.PDF

New Business

Resolution No. LRC 2020-06 Amending Declaratory Resolution Of The Lafayette Redevelopment Commission Amending The Consolidated Plan For The Consolidated Creasy/Central Economic Development Area

Documents:

LRC RESOLUTION 2020-06 LAFAYETTE ELLSWORTH PROJECT AMENDING DECLARATORY RESOLUTION.PDF

American Structurepoint- A&E Services Related To Police Station And Parking Garage Project.

Documents:

AMERICAN STRUCTUREPOINT AE DESIGN MUNICIPAL BUILDING.PDF

Tippecanoe Arts Federation-Wabash Avenue Crosswalk Project

Documents:

TAF WABASHAVE PROFESSIONAL SERVICE CONTRACT ISDH.PDF

Public Offering Of Property/Requests For Proposal – S. 8th Street

Documents:

NOTICE TO OFFER SALE OF S. 8TH FINAL 1.PDF
APPENDIX C-1 SOUTH 18TH BOUNDARY SURVEY.PDF

Director's Report

Claims

Approve April 2020 Claims

Documents:

APRIL 2020 CLAIMS.PDF

Public Comment

Public Statement During COVID-19

In accordance with Governor Holcomb's Executive Order 20-09 regarding the COVID-19 public health emergency, Redevelopment Commission meetings are being held as videoconference or teleconference meetings. Public comment from citizens who wish to address items on the agenda will be accepted via email to WEB-ED@LAFAYETTE.IN.GOV no less than one (1) hour in advance of the scheduled start time of the meeting. Such materials will be distributed to the members of the Commission. Virtual options for public attendance and participation will be noted on the agenda found at HTTP://LAFAYETTE.IN.GOV/AGENDACENTER.

Adjourment

MINUTES OF THE
LAFAYETTE REDEVELOPMENT COMMISSION MEETING
March 26, 2020 11:00 am
City Council Chambers, City Hall via live-streaming

Due to the COVID-19 pandemic, Governor Holcomb, ordered shelter-in-place orders beginning Tuesday, March 24. All government offices were closed to in-person public activity until at least April 7, 2020. All non-essential City employees are working remotely whenever possible and are continuing to provide core functions online and by phone. All necessary meetings are being conducted observing safe practices, including conference calls and online streaming.

Attendance via conference call:

Commissioners: Shelly Henriott, Jos Holman, Don Teder, Jim Terry, T.J. Thieme

Ex-Officio Members:
Absent but excused: Randy Bond and Dave Moulton

Staff: Dennis Carson, Economic Development Director; Jacque Chosnek, Deputy City Attorney; Cindy Murray, City Clerk; Andy Milam, IT Director; Tony Roswarski, Mayor

Guests: None

Welcome and Call to Order

Jos Holman welcomed everyone to the Redevelopment Commission meeting, noted that a quorum was present and opened the meeting of the Lafayette Redevelopment Commission at 11:00 a.m. Given the unique circumstances of this meeting, all motions will be passed by roll call vote.

Approval of the Minutes

Don Teder moved to approve the minutes of the Redevelopment Commission meetings from February 27, 2020. Jim Terry seconded and the motion passed by roll call vote. (Shelly Henriott, yes; Jos Holman, yes; Don Teder, yes; Jim Terry, yes; T.J. Thieme, yes)

New Business

Receive proposals from Construction Managers as Constructors (CMcs) for the redevelopment of the City-owned 6th Street surface parking lot site for a new police station and parking garage.

Dennis Carson received four proposals for the redevelopment of the 6th street parking lot for a new police station and parking garage. Those proposals were from:

Kettelhut Construction and Wilhelm Construction as a joint venture
Core Construction
Skillman Corporation
Pepper Construction

Mayor Roswarski gave an overview of the proposed $40 million project.

Jos Holman presented a motion to take the proposals under advisement. Jim Terry moved to approve the motion. T.J. Thieme seconded, the motion passed by roll call vote. (Shelly Henriott, yes; Jos Holman, yes; Don Teder, yes; Jim Terry, yes; T.J. Thieme, yes)

Director's Report

The Economic Development office is closed due to Governor Holcomb's shelter-in-place order. Staff members are working remotely. All projects are moving forward.

A Town Hall meeting will be held remotely April 8, 2020 at 7:00pm with MKSK to discuss the change in direction of 3rd &4th Streets from one-way to two-way.

Claims

Jim Terry moved to approve the March 2020 claims in the amount of One hundred six thousand, seven hundred twelve dollars and eighty-two cents ($106,712.82). Shelly Henriott seconded and the motion passed by roll call. (Shelly Henriott, yes; Jos Holman, yes; Don Teder, yes; Jim Terry, yes; T.J. Thieme, yes)

Public Comment

Jos Holman asked for any comments from the public; no comments were made.

Adjournment

T.J. Thieme moved to adjourn the meeting. Shelly Henriott seconded and the meeting of the Lafayette Redevelopment Commission was adjourned at 11:18 a.m.

Respectfully submitted
Michelle Conwell, Recording Secretary

Approved,

_____

T.J. Thieme, Secretary
Lafayette Redevelopment Commission

RESOLUTION NO. LRC-2020-06

LAFAYETTE REDEVELOPMENT COMMISSION

AMENDING DECLARATORY RESOLUTION OF THE LAFAYETTE REDEVELOPMENT COMMISSION AMENDING THE CONSOLIDATED PLAN FOR THE CONSOLIDATED CREASY/CENTRAL ECONOMIC DEVELOPMENT AREA

WHEREAS, the City of Lafayette ("City") Redevelopment Commission (the "Commission"), on October 26, 2006, adopted Resolution No. LRC-2006-22 (the "Consolidated Central Declaratory Resolution") establishing the Consolidated Central Lafayette Redevelopment Area (the "Consolidated Central Area") and Consolidated Central Allocation Area in accordance with Indiana Code 36-7-14-39 and approving the Consolidated Central Lafayette Redevelopment Plan, as amended (the "Consolidated Central Plan") for the Consolidated Central Area;

WHEREAS, the Commission adopted Resolution No. LRC-2006-25 on November 16, 2006, as further amended on July 26, 2007 by Resolution No. LRC-2007-06, on May 24, 2012 by Resolution No. LRC-2012-08 and on February 25, 2013 by Resolution No. LRC-2013-06 (collectively, as amended, the "Consolidated Creasy Lane Declaratory Resolution"), establishing and expanding the Consolidated Creasy Lane Economic Development Area (the "Consolidated Creasy Lane Area") and Consolidated Creasy Lane Allocation Area (the "Consolidated Creasy Lane Allocation Area") in accordance with Indiana Code 36-7-14-39 and approving the economic development plan for the Consolidated Creasy Lane Area, as amended (the "Consolidated Creasy Lane Plan");

WHEREAS; the Consolidated Central Plan and the Consolidated Creasy Lane Plan are hereinafter collectively referred to as the "Original Plans";

WHEREAS, the Commission adopted Resolution No. LRC-2013-06 on February 25, 2013, to, among other matters, (i) expand the Consolidated Creasy Lane Area and Consolidated Creasy Lane Allocation Area by adding approximately 196 new acres to the Consolidated Creasy Lane Area and the Consolidated Creasy Lane Allocation Area; (ii) re-characterize the Consolidated Central Area as an economic development area pursuant Indiana Code 36-7-14-41; (iii) consolidate the Consolidated Central Area and the Consolidated Creasy Lane Area, as therein expanded, into one economic development area to be known as the "Consolidated Creasy/Central Economic Development Area" (the "2013 Consolidated Area"); and (iv) consolidate and amend the Original Plans (the "2013 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2014-10 on August 28, 2014, to, among other matters, (i) expand the 2013 Consolidated Area (the 2013 Consolidated Area, as so amended, the "Consolidated Area"); and (ii) amend the 2013 Consolidated Plan to add projects thereto (as amended, the "2014 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2015-4 on July 17, 2015, amending the 2014 Consolidated Plan to add projects thereto (as amended, the "2015 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2017-1 on July 27, 2017, amending the 2015 Consolidated Plan to add projects thereto (as amended, the "2017 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2018-10 on August 23, 2018 amending the 2017 Consolidated Plan to add projects thereto (as amended, the "2018 Consolidated Plan");

WHEREAS, the Commission adopted Resolution No. LRC-2019-09 on December 19, 2019 amending the 2018 Consolidated Plan to add projects thereto (as amended, the "2019 Consolidated Plan");

WHEREAS, the Consolidated Central Declaratory Resolution, as amended as set forth above, and the Consolidated Creasy Lane Declaratory Resolution, as amended as set forth above, are hereinafter collectively referred to as the "Original Area Resolutions;"

WHEREAS, the Commission now desires to amend the Original Area Resolutions and the 2019 Consolidated Plan, as further described in Exhibit A attached hereto, to include the construction of a five story mixed-use facility with 97 market-rate residential units and 2,000 square feet of office and retail space, together with any necessary appurtenances, related improvements and equipment, to be located at approximately 450 - 499 South Street in the City (collectively, the "2020 Projects"), all in, serving or benefiting the Consolidated Area (the 2019 Consolidated Plan, as amended, hereinafter referred to as the "2020 Consolidated Plan"); and

WHEREAS, Indiana Code 36-7-14-15 authorizes the Commission to amend the Original Area Resolutions and the 2019 Consolidated Plan, after conducting a public hearing, if it finds that:

(i) The amendment is reasonable and appropriate when considered in relation to the Original Area Resolutions, the 2019 Consolidated Plan and the purposes of Indiana Code 36-7-14; and

(ii) The Original Area Resolutions and the 2019 Consolidated Plan, with the proposed amendment, confirm to the comprehensive plan for the City;

NOW, THEREFORE, BE IT RESOLVED BY THE LAFAYETTE REDEVELOPMENT COMMISSION THAT:

Section 1. It will be of public utility and benefit to amend the Original Area Resolutions and the 2019 Consolidated Plan to include the 2020 Projects and to continue to develop the Consolidated Area.

Section 2. The Original Area Resolutions and the 2019 Consolidated Plan are hereby amended to include the 2020 Projects. The Commission finds that the 2020 Projects will further the 2019 Consolidated Plan, as amended, and that the 2020 Projects will be located in, serve or benefit

the Consolidated Area.

Section 3. The Commission finds that the public health and welfare will be benefited by the amendment to the Original Area Resolutions and 2019 Consolidated Plan and the implementation of the 2019 Consolidated Plan.

Section 4. The Commission now finds and determines that the amendment described in Section 1 above is reasonable and appropriate when considered in relation to the Original Area Resolutions, the 2019 Consolidated Plan and the economic development purposes set forth in Indiana Code 36-7-14-41. The Commission finds that the 2020 Projects constitute local public improvements and that the Original Area Resolutions and the 2019 Consolidated Plan, as amended herein, conform to the comprehensive plan for the City.

Section 5. The presiding officer of the Commission is hereby authorized and directed to submit this resolution to the Tippecanoe County Area Plan Commission ("Plan Commission") for its approval. The Commission further directs the presiding officer to submit this resolution and the approving order of the Plan Commission to the Common Council for its approval of the amendment to the Original Area Resolutions and the 2019 Consolidated Plan.

Section 6. Following receipt of the written order of the approval of the Plan Commission and approval of such order by the Common Council of the City, the Commission also directs the presiding officer, to publish notice of the adoption and substance of this resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, the Board of Zoning Appeals, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City's department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed 2020 Projects and will determine the public utility and benefit of the proposed 2020 Projects.

Section 7. The Commission hereby finds that the estimated cost of the 2020 Projects is approximately $17,700,000.

Section 8. The Commission hereby finds that all property in the Consolidated Area (including the Consolidated Creasy Lane Allocation Area and the Consolidated Central Allocation Area) will positively benefit from the 2020 Projects due to the development which is reasonably expected to encourage the attraction of new business and industry in the Consolidated Area and which it is reasonably believed will be of benefit to all citizens of the City.

Section 9. In all other respects, the Original Area Resolutions, the 2019 Consolidated Plan, as amended, and actions of the Commission consistent with this resolution are hereby ratified and confirmed.

Section 10. This resolution shall be effective upon passage.

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 23rd day of April, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Shelly Henriott, Commissioner

_____
Donald J. Teder, Commissioner

ATTEST:

_____
Dave Moulton

_____
Randy Bond

EXHIBIT A

CONSOLIDATED CREASY/CENTRAL TIF
ECONOMIC DEVELOPMENT AREA PLAN

The Development and Acquisition Plan for the Consolidated Central Creasy Economic Development Area of the City of Lafayette, Indiana, shall be as follows:

Property: The property commonly known as "Queen Anne Courts" located at the southeast corner of Alabama and 4th Street, Lafayette, and legally described as follows:

Part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows:

Beginning at the intersection of the South Right of Way of Alabama Street with the East Right of Way of Fourth Street being marked by a chiseled "+" in the sidewalk; thence East, along the South Right of Way of Alabama Street, a distance of 161.20 feet to a railroad spike; thence South, an angle to the left from the preceding line 89 degrees 57' 13", a distance of 126-92 feet to a 5/8 inch diameter rebar with a plastic cap stamped "RWG 880043"; thence West an angle to the left from the preceding line of 90 degrees 20' 09', a distance of 161.16 feet to the East Right of Way line of Fourth Street; thence North, an angle to the left from the preceding line of 89 degrees 40' 54", along the East Right of Way line of Fourth Street, a distance of 125.28 feet to the Point of Beginning, containing 0.462 of an acre, more or less.

ALSO:

Parcel 1
Lot numbered one (1) in Bixler's Addition to the City of Lafayette, Indiana, except seventy-five (75) feet and nine (9) inches off the south end thereof;

Also, lot numbered one (1) in M. Peterson's Addition to the City of Lafayette, Indiana, except twenty-two (22) feet and nine (9) inches off the south end thereof, both of said additions being platted upon the West half of the Northeast Quarter of Section Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West; and

Parcel II
All of lot numbered two (2) and seventy-five (75) feet and nine (9) inches off of the south end of lot numbered one (1) in Bixler's Addition to the City of Lafayette;

Also, twenty-two (22) feet and nine (9) inches off of the south end of lot numbered (1) in M. Peterson's Addition to the City of Lafayette, Indiana; both of

said additions being platted upon the West half of the Northeast Quarter of Section Twenty-nine (29) in Township Twenty-three (23) North, Range Four (4) West. Located in Fairfield Township, Tippecanoe County, Indiana; and

Parcel III
A part of lot numbered two (2) in Peterson's Addition and a part of Lot #3 in Bixler's Addition to the City of Lafayette, Indiana, described as follows:

Twenty-eight (28) feet of even width off of the entire side of lot two (2) in Peterson's Addition and twenty-eight (28) feet of even width off of the entire side of lot numbered three (3) in Bixler's Addition to the City of Lafayette, Indiana; and

Parcel IV
A part of lot 2 of Peterson's Addition and a part of lot 3 of Bixler's Addition to the City of Lafayette, Indiana described as follows:

Twenty-two (22) feet of even width off of the entire west side of lot two (2) in Peterson's Addition and twenty-two (22) feet of even width off the entire west side of lot three (3) in Bixler's Addition to the City of Lafayette, Indiana.

623 Oregon Street

All of lot numbered twenty-four (24) of Taylor White Peterson & Ellsworth addition to the City of Lafayette with the common address of 623 Oregon Street.

Project: Upon acquisition of the Property by the Commission, a redevelopment plan will be created which may include site demolition and any other improvements, services, landscaping, streetscaping, design, traffic and road improvement, equipment and personal property improvement or acquisition, and any other improvement or development necessary to effectuate the redevelopment of the Property at completed herein (the "Project")

PHASE I - Identification of existing development and redevelopment opportunities; plan development and Preliminary Engineering.

PHASE II - Acquisition of real property, if necessary.

PHASE III - Construction and improvement of facilities.

Future Development:

Future development activities that have been identified include the acquisition of real property, construction of new facilities, and other appropriate projects. Said activities will be incorporated into the Plan by Amendment.

Private Improvements/Investment:

1. Rohrman Acres: Construction of two new automobile dealership locations and a

strip retail development along SR 26. This development will consist of seven commercial lots on about 16 acres.

2. Wal-Mart/Sam's Wholesale Club: Construction of a new shopping center containing four major buildings with a 2,460 car parking lot. Investment estimates at $12.0 million. This development will provide employment opportunities for about 240 people.

3. Theatre Acres: Construction of a $2.0 million theater complex by Goodrich Quality Theatres, Inc. with three FT, 35 PT employees. Also involves construction of a $1.0 million Pizza Hut restaurant and other retail shops.

4. Eastway Plaza: Construction of Phase 3 of a commercial strip center. Investment estimated at $300,000.

5. Dimension Cable Services: Construction of new office facility along Creasy Lane. Investment estimated at $800,000.

6. Ivy Tech Community College Expansion and Intersection Connection: The Intersection Connection will locate the Lafayette Family YMCA and Junior Achievement on the existing Ivy Tech Community College Lafayette campus, which already hosts a public library branch and an apprenticeship training center. It will also include new academic buildings such as the Agriculture, Energy and Applied Science Building and the Enterprise Center for Entrepreneurship. The resulting regional hub of interconnected services will align three pillars of regional and state prosperity: higher education and lifelong learning; healthy families and youth; and workforce and economic development. Total Project Cost: $92,100,000

7. Market Square Shopping Center: Owners are contemplating improvements in real property to add additional retail frontage and parcels for out lot buildings. Private investment in excess of $1.5 million.

8. Rohrman Acres Phase II: Expansion of auto dealership and development of commercial and residential lots.

9. Commercial/Residential expansion: Apartment complex and commercial development near the intersection of I65 and SR26 off of Frontage Road.

10. The construction of a mixed-use development at 101 Main Street inclusive of wood over podium construction, underground and first floor parking, a bank branch and regional headquarters, and 99 apartments with 4,000 square feet of retail space. The total cost of this project is estimated at $24,000,000; provided that cost of this project to be funded from the Commission is estimated at $3,700,000 inclusive of financing costs. The remaining costs of this project will be funded by the developer for the project.

11. The construction of a mixed-use development at 500 South Street inclusive of wood over podium construction, multi-level parking, and 76 apartments with 7,900 square

feet of ground floor commercial/retail space. The total cost of this project is estimated at $10,500,000; provided that cost of this project to be funded from the Commission is estimated at $1,289,000 inclusive of financing costs. The developer for the project, Star Crossing LLC, will fund the remaining costs of this project.

12. The construction of a mixed-use development consisting of approximately seventy-six (76) apartments, six thousand (6,000) square feet of retail/office space and structured parking, together with any necessary appurtenances, related improvements equipment, to be located at 200 South Fourth Street in the City, capitalized interest, if any, a debt service reserve, if necessary, and costs of issuance related to the financing. The total cost of this project is estimated at $16,800,000; provided that cost of this project be funded from the Commission is estimated at $1,900,000, inclusive of financing costs. The developer for the project, Nova Lafayette, LLC, will fund the remaining costs of this project.

13. The construction of a mixed-use facility with 97 market-rate residential units and 2,000 square feet of office and retail space, together with any necessary appurtenances, related improvements equipment, to be located at approximately 450 - 499 South Street in the City, capitalized interest, if any, a debt service reserve, if necessary, and costs of issuance related to the financing. The total cost of this project is estimated at $17,700,000; provided that cost of this project be funded from the Commission is estimated at $4,500,000, inclusive of financing costs. The developer for the project, Rebar Companies, LLC d/b/a Rebar Development, will fund the remaining costs of this project.

<u>List of Redevelopment/Economic Development Area Projects</u>

1. Major reconstruction of North 9th Street Road and Duncan Road. North 9th Street Road will be a 4-laned, divided road between Canal Road and Duncan Road. Duncan Road connects North 9th Street Road with U.S. 52.

2. Duncan Road will be extended north of U.S. 52 to provide access to the new Siemens plant. The alignment of the current intersection will be altered and there will be changes in the signalization.

3. A water line serving the Siemens plant will be installed westward from North 9th Street north of U.S. 52 to provide service prior to the extension of a water main under U.S. 52 as part of the Duncan Road/North 9th Street project.

4. Sewer facilities will be provided by extension of the current facilities.

5. Programs in job training, job enrichment, and basic skill development that are designed to benefit residents and employers in that portion of the Area that is located in the enterprise zone.

6. Extension of Duncan Road past the Siemens entrance to rejoin North 9th Street, thereby providing better access to North 9th Street from U.S. 52 and a direct route to

the new Prophetstown State Park.

7. Installation and alteration of traffic signals, traffic barriers, signs, striping and other transportation construction necessary within the Area.

8. Purchase any equipment, goods or materials to be located in the Columbia Building to provide access to the Columbia Block Parking Facility through the Columbia Building.

9. The acquisition of real property by donation or other means for redevelopment or economic development purposes and the sale or transfer of land.

11. Capital improvements or equipment purchases for a downtown visitor's center.

12. Traffic improvements to Erie and Ferry Streets.

13. Riverfront Development

14. Streetscape and trail improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.
    a. Phase II along 3rd Street between Columbia and Main Street and along Main Street between 3rd and 4th Streets
    b. Other streetscape improvements and maintenance downtown

15. Landscaping improvements and lawn and landscape maintenance
    a. Depot and Riehle Plaza
    b. City Hall
    c. Columbia Block Parking Garage
    d. East City Parking Lot
    e. Erie Street between 18th and Underwood Streets
    f. Old Rail Corridor
    g. Farmer's Market area on 5th Street between Columbia and Main Streets
    h. Downtown Planters
    i. City Fuel Station
    j. Main and 11th Street Plaza
    k. North 9th Street Medians

16. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.
    a. Columbia Block Parking Garage
    b. Long Center for the Performing Arts
    c. Depot and Riehle Plaza

17. Acquire and redevelop property located at 506 Brown Street (Midwest Rental Properties)

18. Acquire and redevelop property located at Southeast corner of Alabama and 4th Street (Queen Anne Courts properties)

19. Acquire and redevelop property located at 623 Oregon Street

20. Acquire and redevelop other property as necessary in the Consolidated Central Creasy TIF District.

21. Public Improvements
    a. Street Improvements: McCarty Lane, Creasy Lane and others.
    b. Expansion, extension of public improvements, including sanitary and storm sewers, storm drainage, and water supply.
    c. Improvements to public recreation and park facilities.

22. Construction of an extension of Creasy Lane from State Highway 38 to Brady Lane and appurtenances thereto, including appropriate improvements to the intersections created with State Highway 38 and U.S. Highway 52, a bridge across the Elliot Ditch, and improvements to and relocation of the Branch 13 Regional Drainage Channel.

23. Closure of the existing ingress and egress to Tippecanoe Mall Regional Shopping Center; construction of a new ingress and egress to Tippecanoe Mall Regional Shopping Center.

24. Construction of Maple Point Drive and appurtenances thereto between State Highway 38 and U.S. Highway 52, including appropriate improvements to the intersections created with State Highway 38 and U.S. 52, and construction of necessary utilities with the right- of-way of Maple Point Drive.

25. Closure of the existing intersection of Ross Road and State Highway 38, and construction of an outlet for Ross Road and appurtenances thereto to Maple Point Drive.

26. Relocation of approximately 2,000 linear feet of existing sanitary sewer interceptor line between State Highway 38 and U.S. Highway 52.

27. Relocation of the Wilson Branch Regional Drainage Channel between Ross Road and U.S. Highway 52, including construction of regional storm water detention pond facility.

28. General median maintenance including, but not limited to, mowing and landscaping.

29. The signalization of the intersection of McCarty Lane and 500 E.

30. The construction of an extension of Maple Point Drive and appurtenances thereto between U.S. Highway 52 and Concord Road, including appropriate improvements to the intersections created with U.S. Highway 52 and Concord Road, and construction of necessary utilities with the right-of-way of Maple Point Drive.

31. The reconstruction and widening of CR 350 S from 9th Street to Concord Road.

32. The reimbursement of public and private entities for expenses incurred in training employees of industrial facilities that are located in the allocation area and on a parcel of real property that has been classified as industrial property under the rules of the Department of Local Government Finance.

33. Equipment, facilities, relocation and other expenses to support job creation, economic and business development.

34. Comprehensive parking, transportation and development plans for the Area, including feasibility studies of specific sites.

35. Support of and improvements to public transportation.

36. Identification of other redevelopment opportunities and develop plans for specific economic development/redevelopment projects, including those involving acquisition of property and construction.

37. Acquisition of real property, if necessary.

38. Infrastructure improvements for redevelopment or economic development purposes, including, but not limited to, streets, roads, water, sewer, telecommunications, parking facilities and lots, and other utility or infrastructure.

39. Streetscape and trail way improvements including, but not limited to, sidewalks, lighting, trails, banners, and other public amenities.

40. Development and/or improvements to commercial, residential and public facilities including, but not limited to, private and public facilities and recreational facilities.

41. Façade and Interior Building Improvements Program

42. Design, manufacture and installation of wayfinding and other signage.

43. Establish and implement site guidelines for new development.

44. Develop and implement architectural and sign review ordinance.

45. Security for the Area and events.

46. Snow removal.

47. Brownfield assessment and remediation.

48. Projects relating to Ivy Tech Community College and its expansion for Intersection Connection.

49. Projects and redevelopment relating to the former Home Hospital site and

surrounding areas for commercial, housing and public facilities that will include, but not be limited to, public infrastructure improvements such as trails, greenways, sidewalks, roads and utilities.

50. Other projects and redevelopment that the Commission finds that: (i) accomplish the Consolidated Plan of the Consolidated Central Creasy Area that will (a) promote significant opportunities for the gainful employment of its citizens, (b) attract a major new business enterprise to the City, (c) and retain or expand a significant business enterprise existing in the City; (ii) accomplish the 2013 Consolidated Plan in the Consolidated Central Area that benefits the public health, safety, morals and welfare of the citizens of the City; (iii) the 2013 Consolidated Plan cannot be achieved by the regulatory processes or by the ordinary operation of private enterprise without resort to powers under the Act because no regulatory process exists to provide the improvements contemplated by the 2013 Consolidated Plan in the Consolidated Central Creasy Area and private enterprise is unable or unwilling to provide the improvements without assistance by the Commission; and (iv) accomplishment of the 2013 Consolidated Plan will be of public utility and benefit as measured by (a) the attraction or retention of permanent jobs, (b) an increase in the property tax base, and (c) improved diversity of the economic base.

51. Market Square Shopping Center area/Greenbush Avenue/surrounding commercial areas: Public infrastructure needed to facilitate private investment include: new entrance and intersection from Greenbush Avenue with turn lanes and traffic control at the Market Square Shopping Center and Payless Plaza. Also needed are road, sidewalk, bus and other vehicle and pedestrian improvements in and around the area to facilitate private investment and public safety.

52. St. Elizabeth Central Hospital campus and surrounding area: Owners, Sister of St Francis, have chosen to close the emergency room and concentrate services at their new facility outside of this area. As more services move or are transitioned from the area, public and private investment will need to occur for the area to remain viable and not become a blight and tax drain on the neighborhood and community. Private developers have expressed interest in some parcels and property if public support is available.

53. Infrastructure improvements: Road, trail and drainage improvements in and around Rohrman Acres/auto dealership. Median, road and traffic improvements on South Street from Creasy Lane to I65.

54. The construction of infrastructure and related improvements in and around the riverfront and public areas in the downtown. The total cost of this project is estimated at $900,000 inclusive of financing costs.

Except as expressly amended hereby, the Plan, as previously amended, shall remain in full force and effect.

AIA® Document B133™ – 2019

Standard Form of Agreement Between Owner and Architect, *Construction Manager as Constructor Edition*

AGREEMENT made as of the 23 day of April in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Lafayette
20 North 6th Street
Lafayette, Indiana 47901-1412

and the Architect:
(Name, legal status, address, and other information)
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

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

City of Lafayette
New Municipal Building
City-owned 6th Street surface parking lot site
Lafayette, Indiana

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

Unknown at this time, selection pending.

The Owner and Architect agree as follows.

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

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architect will perform program verification using the RQAW Study (Exhibit B of the RFP) with the exclusion of a Training Center as the program basis. The program verification process/outcome will determine final program and Police Station size.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Reference the following Exhibits from the RFP:

1. Exhibit-A_20200110_City-of-Lafayette_South-Parcel_A
2. Exhibit –B_ RQAW Police Department Feasibility Study, dated February 5, 2018
3. Exhibit-C_1_17074-SURVEY-ALTA-102017
4. Exhibit-D_Phase-I-Environmental-Site-Assessment-IWM
5. Exhibit-E_Limited-Phase-II-EAS-Report

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

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The Cost of the Work is anticipated to be Thirty Four Million Dollars ($34,000,000) our estimate for the individual components follows:

Component	Size	Estimated Cost
Police Headquarter	60,000sf	$20,270,000
Open Parking Structure(s)	500 spaces	$11,000,000
Connector	80 lineal feet	$ 2,000,000
Site (demo & improvements)	+/-1.66 acres	$ 830,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Projected Schedule

	Design Phases	**Construction Phases**
May-20	Pre Design	
Jun-20	Pre Design	
Jul-20	Pre Design	
Aug-20	Schematic Design	
Sep-20	Schematic Design	
Oct-20	Schematic Design/Design Dev	
Nov-20	Design Development	
Dec-20	Design Development	
Jan-21	Design Development	
Feb-21	Design Development	
Mar-21	Constr Docs	GMP Bidding
Apr-21	Constr Docs	Construction
May-21	Constr Docs	Construction
Jun-21	Constr Docs	Construction
Jul-21	Constr Docs	Construction
Aug-21		Construction
Sep-21		Construction
Oct-21		Construction
Nov-21		Construction
Dec-21		Construction
Jan-22		Construction
Feb-22		Construction
Mar-22		Construction
Apr-22		Construction
May-22		Construction
Jun-22		Construction
Jul-22		Construction
Aug-22		Construction
Sep-22		Construction
Oct-22		Construction
Nov-22		Construction

.2 Construction commencement date:

Summer 2021

.3 Substantial Completion date or dates:

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Construction duration, 18 months

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

No accelerated or fast-track design and construction. The Architect anticipates one single-bid package

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The project will not be LEED Certified nor will it be Park Smart Certified. The Architect is to incorporate sustainable strategies into the building design and Park Smart principles into the parking garage design as the budget allows.

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Debra Kunce
Core Planning Strategies
429 N. Pennsylvania Street, Suite 304
Indianapolis, Indiana 46204
deb@coreplanningstrategies.com
Mobile Number: (317) 447-5531

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Tony Roswarski, Mayor of Lafayette
Dennis Carson, Director of Economic Development

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Civil Engineer:

Not Applicable – Service provided by the Architect's design team

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

Environmental Engineer - TBD

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Michael R. Hoopingarner
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
mhoopingarner@structurepoint.com
Office: (317) 547-5580
Mobile: (317) 695-5589

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

American Structurepoint, Inc.
9025 River Road, Suite 200

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Indianapolis, Indiana 46240
(317) 547-5580

.2 Mechanical Engineer:

Applied Engineering Services, Inc.
5975 Castle Creek Parkway N. Drive, Suite 300
Indianapolis, Indiana 46250
(317) 810-4141

.3 Electrical Engineer:

Applied Engineering Services, Inc.
5975 Castle Creek Parkway N. Drive, Suite 300
Indianapolis, Indiana 46250
(317) 810-4141

..4 Police Station Design Expert:

Architects Design Group (ADG)
333 North Knowles Avenue
Winter Park, Florida 32789
(407) 647-1706

§ **1.1.12.2** Consultants retained under Supplemental Services:

Civil Engineer:

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
(317) 547-5580

.2 Park Smart and Parking Controls Consultant:

Tim Haahs
50 township Line Road, Suite 100
Blue Bell, Pennsylvania 19422

.3 Landscape Architect:

MKSK
608 Columbia Street
Lafayette, Indiana 47901
(765) 250-9209

§ **1.1.13** Other Initial Information on which the Agreement is based:

Architect's RFP response dated February 26, 2020 and Architect's revised acceptance letter dated April 13, 2020 included as an attachment in Section 13.2.4.

§ **1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

(Paragraph deleted)

§ § 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

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§ 2.6.5 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000) per claim and Five Million Dollars ($ 5,000,000) in the aggregate.

§ 2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the

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Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

3.2.3 Predesign Phase Services

3.2.3.1 Program Verification: The Architect or Architect's Consultant shall review the "RQAW" program with the appropriate personnel to ascertain the validity of the program and establish the "agreed upon" program to guide the design.

3.2.3.2 Conceptual Design: The Architect or Architect's Consultant shall commence conceptual design of the police station and the parking structures for use in the preparation of the Multiple Concept "block" Designs.

3.2.3.3 Multiple Concept "block" Designs: Provide 3D Diagrams to illustrate the scale and relationship of the Project components and illustrate different configurations on the site for development. The diagrams will show massing, they will not show exterior building material. This exercise is intended to provide visual "3D images" to help the City evaluate and visualize the development possibilities with the site(s) and ultimately, help the City decide whether the site to the east should be purchased and included as part of the project.

3.2.3.4 Site evaluation and Analysis: Review available site data to become familiar with property lines, easements, site characteristics, utility locations, traffic patterns and other pertinent site data.

3.2.3.5 The Architect shall submit the Predesign Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Predesign Documents.

§ 3.2.3.5 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Predesign Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Predesign Documents. If revisions to the Predesign Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Predesign Phase, the Architect shall incorporate the required revisions in the Schematic Design Phase.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

(Paragraph deleted)

§ 3.3.5 Based on the Owner's approval of the predesign, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. Subsequent estimates must not exceed preceding estimated by more than 5%, provided the program or the design did not change.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be

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responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

(Paragraph deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a

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description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	**Responsibility** *(Architect, Owner, or not provided)*
§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Predesign – Police Program Verification and Conceptual Planning of the Police Station	Architect *
(Row deleted)	
§ 4.1.1.3 Predesign - Multiple Concept "block" Designs: Provide 3D Diagrams to illustrate how the Police Station, Parking Garage(s) and Connector can be configured on the site for development. This is intended to help the City evaluate and visualize the possibilities with the site(s) and decide whether the site to the east should be purchased and included as part of the project.	Architect *
(Row deleted)	
§ 4.1.1.4 Measured drawings (defined in Section 4.1.2.2)	Owner
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Predesign - Site Evaluation and Analysis	Architect *
(Row deleted)	
§ 4.1.1.7 Building Information Model management responsibilities	Architect *
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect *
§ 4.1.1.10 Landscape design	Architect *
§ 4.1.1.11 Architectural interior design	Architect *
§ 4.1.1.12 Value analysis	Architect *
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings from contractor job-site markups/redlines	Architect *
§ 4.1.1.18 11-Month Warranty Evaluation	Architect
(Row deleted)	
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect *
§ 4.1.1.22 Telecommunications/data design	Architect *
§ 4.1.1.23 Security evaluation and planning	Architect *
§ 4.1.1.24 Commissioning	If Provided, it will be by Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants, Parking Consultant to assist with Park Smart Requirements and Parking Controls	Architect *
(Row deleted)	

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§ **4.1.1.29** Other Supplemental Services	
4.1.1.30 Renderings (3 exterior & 2 interior)	Architect
4.1.1.31 Geotechnical Investigation	Owner
4.1.1.32 Environmental Services	Owner
4.1.1.33 Land Surveyor	Owner

(*) In the Supplemental Services Table above, the asterisk after the term Architect denotes Supplemental Services that have been included in Basic Services at the request of the owner; fees for these services are not supplemental, and are included in the Basic Services fee listed in Section 11.1.

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.18 11-month warranty evaluation. Walk through the facility to identify deficiencies in the construction/operation of the facility for the contractor to address prior to the expiration of the CMc's 1-year warranty. Attendees will prepare a written summary of items for the CMc to address and issue the summary to CMc, Owner and Attendees. Attendees at the walk-thru are anticipated to be the following:

1. Project Architect (ASI)
2. Security/AV/Data Consultant
3. Structural Engineer (ASI)
4. Mechanical Engineer (Applied Engineering Services)
5. Electrical Engineer (Applied Engineering Services)
6. Plumbing Engineer (Applied Engineering Services)

Fee shown is for individual time, travel costs will be invoiced as reimbursable expense.

4.1.1.30 Renderings (3 exterior & 2 interior) Architect will prepare full color, 3-dimensional representation of the exterior and the interior of the building using the Architect's existing rendering software, such as Lumion or equivalent. The Architect will not be required to purchase new software or learn new software in the production of these renderings. The Architect will consult with the Owner to select desired views /locations for the renderings.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.4 Measured drawings: the Owner will furnish available drawings and information of the existing City Hall building to the Architect for the Architect and Engineers to design the "connection" of the enclosed, overhead pedestrian bridge to the existing City Hall Building. This information will be provided after the predesign phase if the overhead, pedestrian bridge remains in the project scope of work. If the information provided is insufficient for the Architect and Engineer, the Architect will provide the field measuring of the existing City Hall as an Additional Service.

4.1.31 Geotechnical Investigation: the Owner will employ the services of a reputable Geotechnical Engineer to investigate subsurface soil conditions and make foundation recommendations to guide the design team in the design of the foundation system.

4.1.32 Environmental Services: Preparation of an Underground Storage Tank (UST) Closure Report, Thirty (30) Day Notification for Intent to Close form, and subsequent soil and groundwater sampling and laboratory analysis for the removal of one (1) UST and related UST system piping.

4.1.1.33 Land Surveyor: ALTA/NSPS Land Title Survey & Topographic Survey of all land to be part of the project.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager

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as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

4.1.3.1 No sustainable objectives other than to incorporate Park Smart principles into the parking structures. There will be no certifications required for this project.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- **.2** Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- **.3** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.4** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.5** Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.6** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- **.7** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- **.8** Preparation for, and attendance at, a public presentation, meeting or hearing;
- **.9** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- **.11** Assistance to the Initial Decision Maker, if other than the Architect;
- **.12** Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- **.13** Services necessitated by the Owner's delay in engaging the Construction Manager;
- **.14** Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- **.15** Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- **.1** Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

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.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Thirty six (36) visits to the site by the Architect during construction. (20-month construction duration)

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. (No sustainable objectives identified)

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs,

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overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.
6.3.1.1 The Owner did not select the architect's supplemental service for cost estimates

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
6.4.1.1 The Construction Manager's estimate of the Cost of the Work prior to the conclusion or the Design Development phase or at the conclusion of the Design Development stage shall not exceed the Schematic Design estimate by more than 5%

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** terminate in accordance with Section 9.5;
- **.3** in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.4** implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, as an Additional Service per Section 6.3, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

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

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[**X**] Litigation in a court of competent jurisdiction in Tippecanoe County, Indiana

[ ] Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)
§

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Predesign: $ 85,000

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Basic Services:	**$2,040,000**
Total:	$2,125,000

.2 Percentage Basis
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Renderings:	$ 6,000
Post Occupancy Warranty Inspection:	**$14,000**
Total:	$20,000

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

TBD depending on scope/magnitude of the additional service required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Predesign Phase	$85,000
Schematic Design Phase	$403,041
Design Development Phase	$604,561
Construction Document Phase	$564,257
Construction Phase	$443,345
Record Documents	$24,796
Supplemental Services	$20,000
Total Compensation	$2,145,000

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those

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portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

ARCHITECTURE CATEGORY HOURLY RATES

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	$290/hr
Senior Project Manager	$250/hr
Project Manager	$230/hr
Senior Project Architect/Engineer/Planner	$190/hr
Project Architect/Engineer/Planner	$150/hr
*Project Coordinator/Staff Architect, Engineer or Planner	$120/hr
Senior Designer	$160/hr
Designer	$125/hr
*Technician	$105/hr
Senior Interior Designer	$140/hr
Interior Designer	$120/hr
Senior Landscape Architect	$155/hr
Landscape Architect	$130/hr
Staff/Design Engineer	$105/hr
Senior Registered Land Surveyor	$180/hr
Registered Land Surveyor	$150/hr
*Survey Crew Member (1)	$85/hr
Intern	$75/hr

(*) Rates for these classifications are subject to overtime premium of an additional 0.16 x hourly rate.

Hourly rates are subject to an annual increase effective July 1 of each subsequent calendar year.

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- **.12** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

No additional insurance required

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1 % per month

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§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Owner recognizes that all structures are subject to wear and tear and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance by the Owner to prevent damage and deterioration. Additionally, the nature of the construction process will expose the construction to water infiltration and moisture in the structure. Further, the Construction Documents are diagrammatic in nature, depicting design intent, and are not intended to depict every detail that will be required to prevent water infiltration, which is the responsibility of the Contractor.

§ 12.2 Compliance with IC 22-5-1.7 – E-Verify Program. Architect must enroll in and verify the work eligibility status of all newly hired employees of the Architect through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, Architect will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. Architect shall execute an affidavit affirming that Architect does not knowingly employ an unauthorized alien.

§ 12.3 Investment in Iran. Pursuant to Indiana Code 5-22-16.5, Architect hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

§ 12.4 In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the available proceeds under any General Liability (including automobile) and Professional Liability Insurance required to be carried by Architect under this Agreement.. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

April 23, 2020

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

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Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

1. City of Lafayette Request for Proposal dated 01/30/2020 and referenced Exhibits
   a. Exhibit-A_20200110_City-of-Lafayette_South-Parcel_A
   b. Exhibit B – RQAW Police Department Feasibility Study, dated February 5, 2018
   c. Exhibit-C_1_17074-SURVEY-ALTA-102017
   d. Exhibit-D_Phase-I-Environmental-Site-Assessment-IWM
   e. Exhibit-E_Limited-Phase-II-EAS-Report
2. City of Lafayette Request for Proposal, Addendum #1 dated February 12, 2020.
3. Architect's initial response to the RFP titled, "Architecture and Engineering Services , City of Lafayette New Municipal Building, submitted February 26, 2020.
4. Architect's revised Acceptance Letter dated April 13, 2020

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Willis R. Conner, President
(Printed name and title)	*(Printed name, title, and license number, if required)*

Init.
/
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User Notes: (1634826839)

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 23rd day of April, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder, Commissioner

_____
Shelly Henriott, Commissioner

ATTEST:

_____
Dave Moulton

_____
Randy Bond

Additions and Deletions Report for
AIA® Document B133™ – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 23 day of April in the year 2020

...

City of Lafayette
20 North 6th Street
Lafayette, Indiana 47901-1412

...

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

...

City of Lafayette
New Municipal Building
City-owned 6th Street surface parking lot site
Lafayette, Indiana

...

Unknown at this time, selection pending.

PAGE 2

Architect will perform program verification using the RQAW Study (Exhibit B of the RFP) with the exclusion of a Training Center as the program basis. The program verification process/outcome will determine final program and Police Station size.

...

Reference the following Exhibits from the RFP:

1. Exhibit-A_20200110_City-of-Lafayette_South-Parcel_A
2. Exhibit –B_ RQAW Police Department Feasibility Study, dated February 5, 2018
3. Exhibit-C_1_17074-SURVEY-ALTA-102017
4. Exhibit-D_Phase-I-Environmental-Site-Assessment-IWM
5. Exhibit-E_Limited-Phase-II-EAS-Report

PAGE 3

The Cost of the Work is anticipated to be Thirty Four Million Dollars ($34,000,000) our estimate for the individual components follows:

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Component	Size	Estimated Cost
Police Headquarter	60,000sf	$20,270,000
Open Parking Structure(s)	500 spaces	$11,000,000
Connector	80 lineal feet	$ 2,000,000
Site (demo & improvements)	+/-1.66 acres	$ 830,000

...

Projected Schedule

	Design Phases	**Construction Phases**
May-20	Pre Design	
Jun-20	Pre Design	
Jul-20	Pre Design	
Aug-20	Schematic Design	
Sep-20	Schematic Design	
Oct-20	Schematic Design/Design Dev	
Nov-20	Design Development	
Dec-20	Design Development	
Jan-21	Design Development	
Feb-21	Design Development	
Mar-21	Constr Docs	GMP Bidding
Apr-21	Constr Docs	Construction
May-21	Constr Docs	Construction
Jun-21	Constr Docs	Construction
Jul-21	Constr Docs	Construction
Aug-21		Construction
Sep-21		Construction
Oct-21		Construction
Nov-21		Construction
Dec-21		Construction
Jan-22		Construction
Feb-22		Construction
Mar-22		Construction
Apr-22		Construction
May-22		Construction
Jun-22		Construction
Jul-22		Construction
Aug-22		Construction
Sep-22		Construction
Oct-22		Construction
Nov-22		Construction

...

Summer 2021

PAGE 4

Construction duration, 18 months

...

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[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

No accelerated or fast-track design and construction. The Architect anticipates one single-bid package

...

The project will not be LEED Certified nor will it be Park Smart Certified. The Architect is to incorporate sustainable strategies into the building design and Park Smart principles into the parking garage design as the budget allows.

...

Debra Kunce
Core Planning Strategies
429 N. Pennsylvania Street, Suite 304
Indianapolis, Indiana 46204
deb@coreplanningstrategies.com
Mobile Number: (317) 447-5531

...

Tony Roswarski, Mayor of Lafayette
Dennis Carson, Director of Economic Development
PAGE 5

TBD

...

TBD

...

TBD

...

Not Applicable – Service provided by the Architect's design team

...

Environmental Engineer - TBD

...

Michael R. Hoopingarner
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
mhoopingarner@structurepoint.com
Office: (317) 547-5580
Mobile: (317) 695-5589

...

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American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
(317) 547-5580

PAGE 6

Applied Engineering Services, Inc.
5975 Castle Creek Parkway N. Drive, Suite 300
Indianapolis, Indiana 46250
(317) 810-4141

.3 Electrical Engineer:

Applied Engineering Services, Inc.
5975 Castle Creek Parkway N. Drive, Suite 300
Indianapolis, Indiana 46250
(317) 810-4141

..4 Police Station Design Expert:

Architects Design Group (ADG)
333 North Knowles Avenue
Winter Park, Florida 32789
(407) 647-1706

...

Civil Engineer:

American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
(317) 547-5580

.2 Park Smart and Parking Controls Consultant:

Tim Haahs
50 township Line Road, Suite 100
Blue Bell, Pennsylvania 19422

.3 Landscape Architect:

MKSK
608 Columbia Street
Lafayette, Indiana 47901
(765) 250-9209

...

Architect's RFP response dated February 26, 2020 and Architect's revised acceptance letter dated April 13, 2020 included as an attachment in Section 13.2.4.

PAGE 7

§ 2.6.1 Commercial General Liability with policy limits of not less than Two Million Dollars ($ 2,000,000) for each occurrence and Two Million Dollars ($ 2,000,000) in the aggregate for bodily injury and property damage.

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§ **2.6.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

~~§ **2.6.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ § **2.6.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ **2.6.5** Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ **2.6.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Five Million Dollars ($ 5,000,000) per claim and Five Million Dollars ($ 5,000,000) in the aggregate.

PAGE 9

3.2.3 Predesign Phase Services

3.2.3.1 Program Verification: The Architect or Architect's Consultant shall review the "RQAW" program with the appropriate personnel to ascertain the validity of the program and establish the "agreed upon" program to guide the design.

3.2.3.2 Conceptual Design: The Architect or Architect's Consultant shall commence conceptual design of the police station and the parking structures for use in the preparation of the Multiple Concept "block" Designs.

3.2.3.3 Multiple Concept "block" Designs: Provide 3D Diagrams to illustrate the scale and relationship of the Project components and illustrate different configurations on the site for development. The diagrams will show massing, they will not show exterior building material. This exercise is intended to provide visual "3D images" to help the City evaluate and visualize the development possibilities with the site(s) and ultimately, help the City decide whether the site to the east should be purchased and included as part of the project.

3.2.3.4 Site evaluation and Analysis: Review available site data to become familiar with property lines, easements, site characteristics, utility locations, traffic patterns and other pertinent site data.

3.2.3.5 The Architect shall submit the Predesign Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Predesign Documents.

§ **3.2.3.5** Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Predesign Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Predesign Documents. If revisions to the Predesign Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Predesign Phase, the Architect shall incorporate the required revisions in the Schematic Design Phase.

§ **3.3.1** The Architect shall review ~~the program, and other~~ information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ **3.3.2** The Architect shall prepare a preliminary evaluation of the Owner's ~~program,~~ schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the

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Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

...

~~**§ 3.3.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.~~

§ 3.3.5 Based on the Owner's approval of the ~~preliminary design,~~ predesign, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

PAGE 10

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner. Subsequent estimates must not exceed preceding estimated by more than 5%, provided the program or the design did not change.

PAGE 13

~~**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.~~

PAGE 14

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§ 4.1.1.1 Assistance with Selection of Construction Manager	Not Provided
§ 4.1.1.2 Predesign – Police Program Verification and Conceptual Planning of the Police Station	Architect *
~~§ 4.1.1.2 Programming~~	
§ 4.1.1.3 Predesign - Multiple Concept "block" Designs: Provide 3D Diagrams to illustrate how the Police Station, Parking Garage(s) and Connector can be configured on the site for development. This is intended to help the City evaluate and visualize the possibilities with the site(s) and decide whether the site to the east should be purchased and included as part of the project.	Architect *
~~§ 4.1.1.3 Multiple Preliminary Designs~~	
§ 4.1.1.4 Measured drawings (defined in Section 4.1.2.2)	Owner
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Predesign - Site Evaluation and Analysis	Architect *
~~§ 4.1.1.6 Site evaluation and planning~~	
§ 4.1.1.7 Building Information Model management responsibilities	Architect *
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect *
§ 4.1.1.10 Landscape design	Architect *
§ 4.1.1.11 Architectural interior design	Architect *
§ 4.1.1.12 Value analysis	Architect *
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Not Provided
§ 4.1.1.17 As-constructed record drawings from contractor job-site markups/redlines	Architect *
§ 4.1.1.18 11-Month Warranty Evaluation	Architect
~~§ 4.1.1.18 Post-occupancy evaluation~~	
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect *
§ 4.1.1.22 Telecommunications/data design	Architect *
§ 4.1.1.23 Security evaluation and planning	Architect *
§ 4.1.1.24 Commissioning	If Provided, it will be by Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants, Parking Consultant to assist with Park Smart Requirements and Parking Controls	Architect *
~~§ 4.1.1.28 Other services provided by specialty Consultants~~	

PAGE 15

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4.1.1.30 Renderings (3 exterior & 2 interior)	Architect
4.1.1.31 Geotechnical Investigation	Owner
4.1.1.32 Environmental Services	Owner
4.1.1.33 Land Surveyor	Owner

(*) In the Supplemental Services Table above, the asterisk after the term Architect denotes Supplemental Services that have been included in Basic Services at the request of the owner; fees for these services are not supplemental, and are included in the Basic Services fee listed in Section 11.1.

...

4.1.1.18 11-month warranty evaluation. Walk through the facility to identify deficiencies in the construction/operation of the facility for the contractor to address prior to the expiration of the CMc's 1-year warranty. Attendees will prepare a written summary of items for the CMc to address and issue the summary to CMc, Owner and Attendees. Attendees at the walk-thru are anticipated to be the following:

1. Project Architect (ASI)
2. Security/AV/Data Consultant
3. Structural Engineer (ASI)
4. Mechanical Engineer (Applied Engineering Services)
5. Electrical Engineer (Applied Engineering Services)
6. Plumbing Engineer (Applied Engineering Services)

Fee shown is for individual time, travel costs will be invoiced as reimbursable expense.

4.1.1.30 Renderings (3 exterior & 2 interior) Architect will prepare full color, 3-dimensional representation of the exterior and the interior of the building using the Architect's existing rendering software, such as Lumion or equivalent. The Architect will not be required to purchase new software or learn new software in the production of these renderings. The Architect will consult with the Owner to select desired views /locations for the renderings.

...

4.1.1.4 Measured drawings: the Owner will furnish available drawings and information of the existing City Hall building to the Architect for the Architect and Engineers to design the "connection" of the enclosed, overhead pedestrian bridge to the existing City Hall Building. This information will be provided after the predesign phase if the overhead, pedestrian bridge remains in the project scope of work. If the information provided is insufficient for the Architect and Engineer, the Architect will provide the field measuring of the existing City Hall as an Additional Service.

4.1.31 Geotechnical Investigation: the Owner will employ the services of a reputable Geotechnical Engineer to investigate subsurface soil conditions and make foundation recommendations to guide the design team in the design of the foundation system.

4.1.32 Environmental Services: Preparation of an Underground Storage Tank (UST) Closure Report, Thirty (30) Day Notification for Intent to Close form, and subsequent soil and groundwater sampling and laboratory analysis for the removal of one (1) UST and related UST system piping.

4.1.1.33 Land Surveyor: ALTA/NSPS Land Title Survey & Topographic Survey of all land to be part of the project.

PAGE 16

4.1.3.1 No sustainable objectives other than to incorporate Park Smart principles into the parking structures. There will be no certifications required for this project.

PAGE 17

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Thirty six (36) visits to the site by the Architect during construction. (20-month construction duration)

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

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.4 One (1) inspections for any portion of the Work to determine final completion

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.
PAGE 18

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. (No sustainable objectives identified)
PAGE 19

6.3.1.1 The Owner did not select the architect's supplemental service for cost estimates

...

6.4.1.1 The Construction Manager's estimate of the Cost of the Work prior to the conclusion or the Design Development phase or at the conclusion of the Design Development stage shall not exceed the Schematic Design estimate by more than 5%

...

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, ~~without additional compensation,~~ as an Additional Service per Section 6.3, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.
PAGE 21

[X] Litigation in a court of competent jurisdiction in Tippecanoe County, Indiana

...

~~**§ 8.3 Arbitration**~~
~~**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

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~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

~~§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.~~

§

PAGE 22

NA

...

NA

PAGE 23

Predesign:	$ 85,000
Basic Services:	**$2,040,000**
Total:	$2,125,000

PAGE 24

Renderings:	$ 6,000
Post Occupancy Warranty Inspection:	**$14,000**
Total:	$20,000

...

TBD depending on scope/magnitude of the additional service required.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5 %), or as follows:

...

Predesign Phase	$85,000		
Schematic Design Phase	$408,000	~~percent (~~	~~%)~~
Design Development Phase	$612,000	~~percent (~~	~~%)~~

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Construction Documents Phase	$571,200	~~percent (~~		~~%)~~
Construction Phase	$448,800	~~percent (~~		~~%)~~
Supplemental Services	$20,000			
Total ~~Basic~~ Compensation	~~one hundred~~ $2,145,000	~~percent (~~	~~100~~	~~%)~~

PAGE 25

ARCHITECTURE CATEGORY HOURLY RATES

EMPLOYEE CLASSIFICATION	**HOURLY RATE**
Principal	$290/hr
Senior Project Manager	$250/hr
Project Manager	$230/hr
Senior Project Architect/Engineer/Planner	$190/hr
Project Architect/Engineer/Planner	$150/hr
*Project Coordinator/Staff Architect, Engineer or Planner	$120/hr
~~Employee or Category~~Senior Designer	~~Rate ($0.00)~~$160/hr

...

*Technician	$105/hr
Senior Interior Designer	$140/hr
Interior Designer	$120/hr
Senior Landscape Architect	$155/hr
Landscape Architect	$130/hr
Staff/Design Engineer	$105/hr
Senior Registered Land Surveyor	$180/hr
Registered Land Surveyor	$150/hr
*Survey Crew Member (1)	$85/hr
Intern	$75/hr

(*) Rates for these classifications are subject to overtime premium of an additional 0.16 x hourly rate.

Hourly rates are subject to an annual increase effective July 1 of each subsequent calendar year.

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User Notes: (1764780103)

PAGE 26

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

...

No additional insurance required

...

§ 11.10.1.1 An initial payment of Zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % per month

PAGE 27

§ 12.1 The Owner recognizes that all structures are subject to wear and tear and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance by the Owner to prevent damage and deterioration. Additionally, the nature of the construction process will expose the construction to water infiltration and moisture in the structure. Further, the Construction Documents are diagrammatic in nature, depicting design intent, and are not intended to depict every detail that will be required to prevent water infiltration, which is the responsibility of the Contractor.

§ 12.2 Compliance with IC 22-5-1.7 – E-Verify Program. Architect must enroll in and verify the work eligibility status of all newly hired employees of the Architect through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, Architect will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. Architect shall execute an affidavit affirming that Architect does not knowingly employ an unauthorized alien.

§ 12.3 Investment in Iran. Pursuant to Indiana Code 5-22-16.5, Architect hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

§ 12.4 In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the available proceeds under any General Liability (including automobile) and Professional Liability Insurance required to be carried by Architect under this Agreement.. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

...

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[ ] ~~AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.~~
~~*(Insert the date of the E234–2019 incorporated into this agreement.)*~~

~~[ ]~~ Other Exhibits incorporated into this Agreement:

...

1. City of Lafayette Request for Proposal dated 01/30/2020 and referenced Exhibits
   a. Exhibit-A_20200110_City-of-Lafayette_South-Parcel_A
   b. Exhibit B – RQAW Police Department Feasibility Study, dated February 5, 2018
   c. Exhibit-C_1_17074-SURVEY-ALTA-102017
   d. Exhibit-D_Phase-I-Environmental-Site-Assessment-IWM
   e. Exhibit-E_Limited-Phase-II-EAS-Report
2. City of Lafayette Request for Proposal, Addendum #1 dated February 12, 2020.
3. Architect's initial response to the RFP titled, "Architecture and Engineering Services , City of Lafayette New Municipal Building, submitted February 26, 2020.
4. Architect's revised Acceptance Letter dated April 13, 2020

...

Willis R. Conner, President

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User Notes: (1764780103)

Client#: 34734 AMERSTR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ONI Risk Partners
600 E 96th St Suite 400
Indianapolis, IN 46240

CONTACT NAME: Christopher Ensminger
PHONE (A/C, No, Ext): 317-706-9594 FAX (A/C, No): 317-706-9794
E-MAIL ADDRESS: christopher.ensminger@onirisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Co of H	20478
INSURER B : The Continental Insurance Compa	35289
INSURER C : American Casualty Co of Reading	20427
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

INSURED
American Structurepoint, Inc.
9025 River Road, Suite #200
Indianapolis, IN 46240

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6050367892	11/01/2019	11/01/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	6050364572	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	6050364555	11/01/2019	11/01/2020	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	6050364569	11/01/2019	11/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			AEC902953503	05/29/2019	05/29/2020	$5,000,000 Per Claim $5,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Anyone person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respects to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance applies with respect to the (See Attached Descriptions)

CERTIFICATE HOLDER

City of Lafayette
20 N. 6th Street
Lafayette, IN 47901-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

General Liability, Automobile Liability and Employers Liability policies. Umbrella is follow form.

RE: 002019.01460 New Municipal building, City-owned 6th Street surface parking lot site
Where required by contract or agreement requiring insurance,City of Lafayette is included as additional insured with respects to the General Liability policy. The General Liability policy is primary & noncontributory, with respects to the additional insured, when required by written contract or written agreement. Where required by written contract executed prior to loss, a waiver of subrogation in favor of City of Lafayette applies with respects to the Employers Liability policy.

CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF LAFAYETTE, INDIANA
AND
TIPPECANOE ARTS FEDERATION

This Agreement is made and entered into this 23rd day of April, 2020, by and between the City of Lafayette, Indiana (hereinafter referred to as "City") and Tippecanoe Arts Federation, (hereinafter referred to as "Contractor").

WHEREAS, the City desires project administration and artist curation services related to the Wabash Avenue Crosswalk Project;

WHEREAS, the City desires to employ Contractor to perform said services;

NOW THEREFORE, in consideration of the mutual promises set forth below the parties agree as follows:

1. Scope of Work. Contractor agrees to administer, select, manage, and pay project artists and supplies. Contractor will hold neighborhood community meetings with the artists to gain input on subject matter and potential themes for the project to blend art imagery with the Wabash Avenue history. All proposed crosswalk designs shall be submitted to the Project Manager in the City Economic Development Office for review.

2. Compensation.

A. Amount of Payment. For those services performed by Contractor, the City agrees to pay Contractor as follows: up to and not to exceed $15,000 payable after submission of an invoice. Ten percent or an amount not to exceed $1,500 will be paid when project is complete and all requirements are satisfied.

B. Method of Payment. Contractor shall submit an invoice to the City at the time of the project commencing. Payments shall be made by the City within 30 days of receipt of invoice.

3. Personnel. All services required hereunder will be performed by Contractor or its agent and all individuals engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

4. Indemnification and Insurance. Contractor shall indemnify, defend and hold harmless the City and their agents, assignees, invitees and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for personal injury, death, property damage or otherwise arising out of or resulting from Contractor's performance of Contractor's Scope of Work. This duty to indemnify shall not include indemnification for the active or passive negligence of the City. In all such cases where this indemnity agreement applies, Contractor, and/or its insurer shall, upon demand by the City, provide a competent defense of all claims covered by this indemnity and shall remain responsible for all of the costs of defense of the claim, and any damages awarded to the claimant by settlement, mediation, arbitration, litigation or otherwise. Contractor waives all claims against City for any injuries, damages, losses or claims which arise during or result from serving as contractor, regardless of whether or not caused in whole or part by the negligence or other fault of the City. Contractor agrees to indemnify and hold harmless City from losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by Contractor for any claims arising out of this Agreement.

Contractor shall provide insurance coverage as follows:

- General Liability (including automobile) with a combined single limit of $2,000,000.
- Worker's Compensation at the statutory limit.
- The Contractor shall provide to City Certificates of Insurance indicating the aforesaid coverage.

5. Standard of Care. In providing services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. Attorney Fees. In the event any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees.

7. Successors and Assigns. Contractor and the City each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party in respect to all covenants of this Agreement. Neither Contractor nor the City shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

8. Amendments. This Agreement may be modified and changed by mutual agreement by written addenda to this Agreement.

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

10. Investing in Iran. Pursuant to Indiana Code 5-22-16.5, Consultant hereby certifies under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

CONTRACTOR

Dated: _____ BY: _____

City of Lafayette, Indiana

Dated: _____ BY: _____

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 23rd day of April, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder, Commissioner

_____
Shelly Henriott, Commissioner

ATTEST:

_____
Dave Moulton

_____
Randy Bond

Lafayette Redevelopment Commission
Lafayette, Indiana

Request for Proposals

Regarding the Sale of Real Property for Private Development and for the Development of Such Real Property
(S. 8th St Redevelopment Project)

Dated:
April 23, 2020

Submitted by:

_____
[Name of Firm or Individual]

_____
[Address]

_____
[City, State, Zip Code]

_____
[Telephone]

INTRODUCTION TO REQUEST FOR PROPOSALS

The undersigned bidder, having examined the proposal requirements, scope of services and specifications, and all conditions and factors, local and otherwise, which would affect the performance and completion of the work and its costs, and being acquainted with and fully understanding the extent and character of the work covered by this proposal request, the specifications therein and all other terms and conditions for the full performance of the contract to be created if this proposal shall be accepted by the Lafayette Redevelopment Commission (the "Commission"), hereby proposes to purchase the Property, to perform everything required to be performed by the terms hereof and to provide and furnish at its sole cost and expense all of the labor, tools, materials, equipment, bonds and insurance required to perform and complete in a good and workmanlike manner all of the work required for the redevelopment of the Property in strict compliance with the Proposal for Redevelopment set forth in Exhibit D hereto.

The bidders attention is directed to the fact that the submitted proposal must be signed by an official duly authorized to submit said proposal and duly authorized to enter into a Development Agreement with the Commission. Submittal of the signed proposal constitutes acknowledgement and acceptance of all requirements, terms and conditions set out in the Proposal for Redevelopment. This Request for Proposals, including the following exhibits, which constitute the entire bid packet, to wit:

A. Notice of Sale of Real Property;
B. Instructions to Bidders;
C. Offering Sheet;
D. Proposal for Redevelopment;
E. Zoning Map; and
F. Area/Neighborhood.

must be filed with the Office of the City Clerk, 20 N 6th Street, City Hall, 2nd Floor, Lafayette, Indiana 47901, no later than 11:00 a.m., E.S.T., May 28, 2020. Fax or email transmissions are not acceptable. Proposals submitted or received after that date will not be accepted or considered. Any Request for Proposals that is incomplete or otherwise fails to comply in all respects with the conditions contained herein may be rejected summarily by the Commission.

EXHIBIT A

NOTICE TO INTERESTED PERSONS OF THE SALE OF REAL PROPERTY FOR PRIVATE DEVELOPMENT AND REQUEST FOR PROPOSALS FOR THE DEVELOPMENT OF SUCH REAL PROPERTY

Notice is hereby given that the City of Lafayette Redevelopment Commission ("Commission"), on the 28th day of May , 2020 at 11:00 o'clock a.m. at City Hall, Board of Works Room, 2nd Floor, Lafayette, Indiana, will open and consider written offers (Proposals for Redevelopment) for the sale of approximately 2.306 acres of real property located along the east side of S. 7th St, approximately 500 feet south of South Street Lafayette, Indiana (the "Property"), all located within the City of Lafayette, Tippecanoe County, Indiana, as more particularly described in the Offering Sheet referenced below.

The description of the Property and the terms of disposition are generally described as follows: (1) the Property is presently vacant, seeded with grass with no structures subject to existing right-of-way for Oregon Street; 2) the current zoning of this site R2U/R2, Single-Family and Two-Family Residential zones ; and (3) the Commission is requesting proposals from developers who, if selected, will purchase and redevelop the Property for a range of uses specifically market rate multi-family and single family rental; single family owner occupied detached and attached residential units and mixed-use commercial/housing with a rezoning to Planned Development (PD) utilizing LEED for Neighborhood Development and LEED for new construction standards in an architectural style(s) reflecting and compatible with the historic vernacular of the neighborhood, together with the construction of related site improvements, including sidewalks and landscaping.

The Commission has caused to be prepared and will have available for examination and use by all interested persons, in the offices of the City Clerk, 20 N 6th Street, City Hall, 2nd Floor, Lafayette, Indiana and can be found on the City of Lafayette website at www.lafayette.in.gov a Request for Proposals including the following exhibits, which constitute the bid packet, to-wit:

A. Notice of Sale of Real Property;
B. Instructions to Bidders;
C. Offering Sheet;
D. Proposal for Redevelopment;
E. Zoning Map; and
F. Area/Neighborhood.

All interested persons that obtain a Request for Proposals shall register with the Commission by providing in writing their name, mailing address, phone number, e-mail address and fax number. All offers must be filed with the City Clerk at the aforementioned offices no later than 11:00 a.m., May 28, 2020 and shall be on the forms prescribed by the Commission and contained in the Request for Proposals. Fax or email transmissions are not acceptable. Proposals submitted or received after that date will not be accepted or

considered. The successful bidder will be required to provide the Commission with a certified check or cashier's check made payable to the order of the City of Lafayette, in the amount of Ten Thousand Dollars ($10,000), which shall be applied to the purchase of the Property at closing.

The Commission reserves the right to reject any or all offers or may make the award to the highest and best bidder. Offers may consist of consideration in the form of cash, other property, or a combination of cash and property. With respect to property other than cash, the offer must be accompanied by evidence of the property's fair market value that is satisfactory to the Commission in its sole discretion. In determining the best offer, the Commission shall take into consideration the amount of the proposal in terms of dollars and cents; the size and character of the improvements proposed to be made on the Property; the developer's work performance records and ability to carry out the work activity schedule; the developer's financial resources to ensure that the development will be carried out; whether the developer has LEED accredited professionals as a part of its development staff or team; the proposed project to be constructed on the Property; the developers experience and previous work in particular in historic urban environments; the compatibility of the proposed development as it relates to the surrounding area; and any factors that will assure the Commission that the sale, if made, will best serve the interests of the community both from the standpoint of human and economic welfare. A successful bidder will be required to enter into a Development Agreement with the Commission with respect to these and other matters.

Any bids submitted by a trust (as defined in IC 30-4-1-1(a)) must identify each (A) beneficiary of the trust; and (B) settlor empowered to revoke or modify the trust.

This notice is given pursuant to I.C. 36-7-14-22(d) and I.C. 5-3-1-2(e).

Dated April 23, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

ADOPTED AND PASSED by the Lafayette Redevelopment Commission this 23rd day of April, 2020.

LAFAYETTE REDEVELOPMENT COMMISSION

_____
Jos Holman, President

_____
Jim Terry, Vice President

_____
T.J. Thieme, Secretary

_____
Don Teder

_____
Shelly Henriott

ATTEST:

_____
Dave Moulton

_____
Randy Bond

EXHIBIT B

INSTRUCTIONS TO BIDDERS

CITY OF LAFAYETTE
REDVELOPMENT COMMISSION

c/o Office of the City Clerk
20 N 6th Street
Lafayette City Hall
2nd Floor
Lafayette, Indiana 47901

1. **GENERAL**: The Redevelopment Commission of the City of Lafayette, Indiana (hereinafter the "Commission") is offering for sale certain real property (the "Property") in the City of Lafayette, Indiana. The disposal of said real estate was duly advertised in the *Journal & Courier* and *The Lafayette Leader* on Apr 30, 2020 and May 7, 2020. The disposal of said Property will be governed by the procedures, which have been established by the Commission in accordance with applicable regulations and statutes of the State of Indiana, and all offers, to qualify for consideration by the Commission, must be prepared and submitted in accordance with these procedures, utilizing the appropriate forms provided.

   The Commission has caused to be prepared an Offering Sheet, attached hereto as Exhibit C, which identifies the Property being offered and states the minimum purchase price for which offers on such Property will be considered. In order to enable bidders to locate and identify the parcel(s) offered, the Commission has made available an ALTA/ACSM Land Title Survey (attached to the Offering Sheet as Exhibit C-1) showing the size and location of the Property. Also included in the bid packet are the following exhibits:

   A. Notice of Sale of Real Property;
   B. Instructions to Bidders;
   C. Offering Sheet;
   D. Proposal for Redevelopment;
   E. Zoning Map; and
   F. Area/Neighborhood.

   The office of the City of Lafayette Economic Development office, 515 Columbia Street, Lafayette, Indiana 47901 will be the location where the Request for Proposals containing the above listed exhibits may be obtained by potential bidders, each of whom, to be eligible to bid, must register in writing their name, mailing address, phone number, e-mail address and fax number. This Request for Proposal can also be found on the City of Lafayette website at www.lafayette.in.gov.

2. **ADVERTISEMENT**: Pursuant to I.C. 36-7-14-22(d) and I.C. 5-3-1-2(e), a notice offering for sale and requesting sealed written offers for the sale and redevelopment of the Property appeared in the *Journal & Courier* and *The Lafayette Leader* on April 30, 2020 and May 7, 2020.

3. **SEALED OFFERS**: Sealed written offers, in accordance with these procedures, and on forms provided in the Request for Proposals, will be received by the Commission, in the offices of the City Clerk, 20 N. 6th Street, City Hall, 2nd Floor, Lafayette, Indiana 47901, until 11:00 a.m. E.S.T. on May 28, 2020. Each bidder shall submit one original proposal and six complete copies. Fax or email transmissions are not acceptable. Proposals submitted or received after that date/time above will not be accepted or considered. At 11:00 a.m. E.S.T., on May 28, 2020 at City Hall, Board of Works, 2nd Floor, Lafayette, Indiana, the Commission will publicly open and consider all written offers, with its acceptance of the successful bidder to be made at the June 25, 2020 Commission meeting. In the event Indiana remains under a public health emergency declaration, the Commission meeting may be conducted by virtually in accordance with Executive Order 20-09. All exhibits, drawings, renderings, and other material used in presentations that are in addition to the sealed bid shall be deposited by each bidder at the time of the submission of the written offers and shall be retained by the Commission until the date of selection of the successful bidder. After an award is made, any unsuccessful bidder shall pick up these supplemental exhibits within ten (10) days, upon which date all remaining materials will be disposed of. All exhibits and graphics of the successful bidder remain the property of the Commission. A successful bidder, however, may arrange to borrow graphics for other presentations.

4. **FORM OF OFFER**. Every offer must be made upon the Proposal for Redevelopment attached hereto as Exhibit D and shall clearly state the name in which the title will be held, in the event of acceptance of the proposal, and further shall include the names and addresses of each person, firm or corporation proposed to have an interest in the title of the Property being offered. Bidders must use the Proposal for Redevelopment with Exhibits D-1, D-2, and D-3 provided, and may not alter the forms in any way. Any additional information should be submitted as an attachment to the forms provided. Erasures, corrections or other changes in the offer are prohibited.

5. **EXPLANATIONS WRITTEN AND ORAL**: Should a bidder find any discrepancy in or omission from these Instructions to Bidders or any other forms in the bid packet, or should he/she be in doubt as to their meaning, the bidder shall at once notify Dennis Carson, Director, Economic Development Department, on behalf of the Commission, at (765) 807-1090, or e-mail dcarson@lafayette.in.gov. No oral interpretation or oral instructions will be made to any bidder as to the meaning of the bid packet or any part thereof. Every request for such an interpretation or instructions shall be made in writing to the Commission no later

than 12:00 p.m. E.S.T. on May 21st, 2020. Every interpretation or instruction made to a bidder by the Commission will be in the form of a written addendum to the bid packet and when issued will be on file in the Office of the Commission. In addition, all addenda will be mailed to each bidder receiving a Request for Proposals who shall have duly registered with the Commission in accordance with the Notice of Sale of Real Property. All such addenda shall become part of the bid packet and all bidders shall be bound by such addenda, whether or not received by the bidder. The Commission will not be responsible for any oral instructions and/or interpretations.

6. **WITHDRAWAL OF OFFER**: No offer will be allowed to be withdrawn after it has been submitted to the Commission.

7. **REJECTION OR ACCEPTANCE OF OFFERS**: The Commission reserves the right to reject any or all offers or make award to the highest and best bidder. If the Commission accepts an offer, the successful bidder shall execute a Development Agreement in a form acceptable by the Commission within a reasonable period of time from the date of said approval.

8. **EARNEST MONEY AND DISPOSITION OF DEPOSIT**: The successful bidder will be required to provide the Commission with a certified check or a cashier's check made payable to the order of the City of Lafayette, in the amount of Ten Thousand Dollars ($10,000), which shall be applied to the purchase of the Property at closing. Said deposit will be forfeited and surrendered to the Commission as an agreed amount of liquidated damages in case of failure by the accepted bidder to enter into the Development Agreement as above described, or to complete the purchase of the Property on time as agreed upon in the Development Agreement.

9. **SURVEY**: The location and description of the Property to be sold under the terms of this offering are as shown on the ALTA/ACSM Land Title Survey attached hereto as Exhibit C-1.

10. **PURCHASE PRICE**: The purchase price of the Property to be sold under the terms of this offering shall not be less than the "Minimum Offering Price" as shown on the Offering Sheet attached hereto as Exhibit C. Offers may consist of consideration in the form of cash, other property, or a combination of cash and property. With respect to property other than cash, the offer must be accompanied by evidence of the property's fair market value that is satisfactory to the Commission, in its sole discretion. In determining the best offer, the Commission shall take into consideration the amount of the proposal in terms of dollars and cents; the size and character of the improvements proposed to be made on the Property; the developer's work performance records and ability to carry out the work activity schedule; the developer's financial resources to ensure that the development will be carried out; whether the developer has LEED accredited professionals as a part of its development staff or team; the developers experience and previous work in particular in historic urban environments; the proposed

project to be constructed on the Property; the compatibility of the proposed development as it relates to the surrounding area and the historic vernacular of the neighborhood; and any factors that will assure the Commission that the sale, if made, will best serve the interests of the community both from the standpoint of human and economic welfare. A successful bidder will be required to enter into a Development Agreement with the Commission with respect to these and other matters.

11. **DEVELOPMENT PLAN**: Each offer should be accompanied by the submission of any exhibits, drawings, renderings, plans, and other material that indicate that the proposed redevelopment will serve the interests of the community and any other pertinent information the bidder may wish to submit to further illustrate its proposed development plan and such materials will be deposited with the Commission and used as stated in Paragraph 3 above.

12. **BIDDERS QUALFICATIONS; FINANCING**: Each bidder shall submit with its proposal a Statement of Bidder's Qualifications attached hereto as Exhibit D-2. If an offer is made subject to the bidder being successful in obtaining adequate financing, the bidder must present evidence to the Commission that there is a reasonable assurance that said financing can be obtained.

13. **TRANSFER OF TITLE/POSSESSION**: Title and possession to the Property herein offered will be transferred to the successful bidder at the time and in accordance with the terms and conditions to be set forth in the Development Agreement. The Commission shall deliver to the successful bidder, and at sole expense of the Commission, an owner's title policy in the customary form, issued by a title insurance company designated by the Commission, covering the Property in the amount of the sale price to the successful bidder and showing title in the name of the "City of Lafayette for the use and benefit of its Department of Economic Development."

14. **DEED**: The Property hereby offered will be conveyed by special warranty deed.

15. **SELECTION CRITERIA AND USER QUALIFICATIONS**: This Request for Proposals, when completed, should include a general statement of the firm and staff who would participate in the scope of the prescribed activities. The proposal should clearly identify the project manager (if this person or entity is different from the general firm, a statement about the management firm, its qualifications and experience should also be included), any consultants or subcontractors anticipated to be utilized, and how their roles are to be distinguished from participants having an administrative or ancillary role.

    A bid submitted by a trust [as defined in IC 30-4-1-1(a)] must identify each beneficiary of the trust and each settler empowered to revoke or modify the trust. Compliance with this requirement will be considered in determining the best bid.

Bidders should, in addition to those factors listed in paragraph 11 above, address the following issues when completing Exhibits D-1 and D-2:

1. The experience of your team in projects similar to the proposed project;
2. Experience in design and construction of facilities similar to the proposed facility;
3. A list of pertinent projects which your team has designed and constructed;
4. Whether your team intends to joint venture or subcontract with other firms and, if so, provide the name(s) and qualification of such firm(s), to the extent known at the time of bidding;
5. Evidence of financial capability of the team to obtain the necessary financing, performance bonds and insurance to develop the project. This should include an updated financial statement for the developer; and
6. Evidence that the team is able to adhere to a time schedule.

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EXHIBIT C

OFFERING SHEET

CITY OF LAFAYETTE
REDEVELOPMENT COMMISSION

c/o Office the City Clerk
20 N 6th Street
Lafayette City Hall
2nd Floor
Lafayette, Indiana 47901

1. **GENERAL LOCATION**: The project site is located in the City of Lafayette, Indiana (the "City"), along the east side of S. 7th St, approximately 500 feet south of South Street in a neighborhood commonly known as Ellsworth-Romig. See Zoning Map attached hereto as Exhibit E.

2. **AREA/NEIGHBORHOOD**: In 2010, the City of Lafayette was home to 67,140 people residing in 28,545 households (West Lafayette and Tippecanoe County populations are 29,596 and 172,780 respectively). The Historic Ellsworth-Romig Neighborhood (HERN) is located just south of Lafayette's downtown commercial district and is one the city's oldest urban neighborhood with a 2010 population of approximately 1,171. HERN is less than one mile east of Purdue University whose enrollment is nearly 40,000 with over 15,000 faculty and staff. HERN is a mix of residential dwelling types and styles, religious and cultural institutions with commercial businesses on its boundaries. The many historic homes and structures are the hallmark of this neighborhood and provide a rich history and unique sense of place. Additional information can be found in Exhibit F. and/or www.lafayette.in.gov.

3. **DESCRIPTION OF PROPERTY**: The legal description to the real property being offered by the Request for Proposals is described in the ALTA/ACSM Land Title Survey attached hereto as Exhibit C-1 (the "Property").

4. **ZONING**: The current zoning of this site is zoned R2U/R2, Single-Family and Two-Family Residential Zones. The successful Developer will be required to rezone the property to Planned Development (PD).

5. **MINIMUM OFFERING PRICE FOR PROPERTY**: One Hundred Eighty Thousand Dollars ($180,000).

6. **TITLE**: Title to the Property will be conveyed to the successful bidder by special warranty deed.

7. **PERMITTED USES**: Permitted uses in Planned Development (PD) zoning districts are designed to provide for a variety of uses, forms, construction and all aspects of development as negotiated. For more information go to: https://tippecanoe.in.gov/378/Area-Plan-Commission-APC

8. **UTILITIES**: Situated in an urban setting, all utilities are either available on or adjacent to the site or they can be generally made available through service line extensions.

9. **DEVELOPMENT SPECIFICATIONS**: The Property is to be developed for a range of uses specifically market rate multi-family and single family rental; single family owner occupied detached and attached residential units and mixed-use commercial/housing with a rezoning to Planned Development (PD) utilizing LEED for Neighborhood Development and LEED for new construction standards in architectural style(s) reflecting and compatible with the historic vernacular of the neighborhood, together with the construction of related site improvements, including sidewalks and landscaping.

10. **LEED STANDARDS**: Additional consideration will be given to the extent the bidder has professionals on the development team that have completed the Leadership in Energy and Environmental and Design ("LEED") Professional Accreditation Program and if the proposed development utilizes LEED for Neighborhood Development and LEED for Homes Standards. The LEED Green Building Rating System helps promote global adoption of sustainable green building and development practices by implementing universal acceptance tools and performance criteria.

12. **SUSTAINABLE URBANISM**: Additional consideration will be given to bidders who affirmatively express their intent to develop the improvements to be made on the Property by incorporating one or more principals of sustainable urbanism including, but not limited to: complete streets, walk-able streets and networks, third places, universal home access, transit supportive density, public darkness, storm-water systems, high performance infrastructure, smart growth, Congress for the New Urbanism (CNU) principles and Neo-Traditional Development (TND) among others.

13. **HOUSING TYPES**: Additional consideration will be given to those that have experience developing comparable developments, particularly those that include types and styles that are compatible and reflect the character and vernacular of the area or neighborhood and include elements of, or units with, universal design.

16. **LOCAL LABOR FORCE**: Additional consideration will be given to those bidders that commit to use contractors and subcontractor or other labor from the Lafayette, Indiana area.

17. **ADDITIONAL TERMS**: Sale of the real estate shall be subject to the following conditions which will be incorporated into the final Development Agreement.

A. The apparent existing right of way currently under pavement and known as Oregon Street and any utilities within the apparent right of way, must be maintained. A successful bidder will be required to dedicate the apparent existing right of way in any final plat or otherwise execute any and all documents requested to dedicate the right of way.

B. A utility easement, in a format approved by the City, shall be granted for the existing storm and sanitary sewer facilities located within the old rail corridor. The location of these facilities are shown on Exhibit C-1.

C. A utility easement, in a format approved by the City, shall be granted for the existing City utilities located within the vacated portion of 8th St. The location of these facilities are shown on Exhibit C-1.

D. Any other overhead or underground utilities and services, including, but not limited to, water, sewer, storm water, electric, gas or telecommunications must be maintained in current locations and easements granted as necessary. All known existing utilities and services as shown on Exhibit C-1.

E. In the event the successful bidder desires to relocate any existing utilities, it will be at the sole cost and expense of the bidder and the bidder will be required to coordinate said work with the appropriate utility company and adjoining property owners, as necessary.

F. There is an existing sidewalk at northeast adjoiner 41 that encroaches upon the Property. An encroachment agreement will be required to allow the existing sidewalk to remain intact.

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EXHIBIT C-1

ALTA/ACSM LAND TITLE SURVEY

EXHIBIT D

PROPOSAL FOR REDEVELOPMENT

CITY OF LAFAYETTE
REDEVELOPMENT COMMISSION

c/o Office of the City Clerk
20 N 6th Street
Lafayette City Hall
2nd Floor
Lafayette, Indiana 47901

The undersigned having familiarized itself with the present conditions on the real property identified below, hereby offers to purchase from the City of Lafayette, Indiana, upon being selected as the successful bidder by the Lafayette Redevelopment Commission (the "Commission"), a certain parcel of real property situated in the City of Lafayette, Indiana, and further identified as along the east side of S. 7th St, approximately 500 feet south of South Street , containing approximately 2.306 acres, for the sum of One Hundred Eighty Thousand Dollars ($180,000) [attach additional sheets if necessary to describe offers other than cash]; provided, however, that in the event that this offer is not accepted within sixty (60) days of the date the Commission is presented with my offer, the undersigned shall have the option of withdrawing the offer.

In submitting this proposal to purchase, it is understood that the right to reject this proposal is reserved by the Commission.

I agree that in the event my proposal is accepted, and contingent upon the adoption of a resolution by the Commission formally accepting such proposal as required by law, I will complete and submit an appropriate Statement of Financial Disclosure or such other forms as the Commission may reasonably request within ten (10) days of the date the Commission approves this offer and will thereafter execute a Development Agreement within ninety (90) days of the date the Commission approves this offer and retaining my earnest money deposit as liquidated damages.

In the event that I either fail to complete the requested forms or execute the Development Agreement within the time prescribed by the Commission, I agree and understand that the Commission shall have the option of terminating my offer.

Attached hereto and to be considered a part of this Proposal for Development are the following:

Exhibit D-1 – Project Description
Exhibit D-2 – Statement of Bidder's Qualifications
Exhibit D-3 – Bidder's Affidavit of Non-Collusion

I understand and agree that the terms and provisions of the proposal will be incorporated into the applicable form of Development Agreement, which I agree to execute in the event this proposal is accepted.

I certify that should this proposal be accepted, the title will be held in the name of: _____ and I further certify that I am authorized to represent the bidder.

Acceptance or rejection of this proposal shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested or delivered personally to the bidder at the address set forth below.

IN WITNESS WHEREOF, the undersigned has caused its name and seal to be subscribed this ____ day of _____, 20__.

RESPECTFULLY SUBMITTED,

BIDDER:	WITNESS OR ATTEST:
_____	_____
Name of Firm or Individual (type or print)	Signature in Ink
_____	_____
Signature in Ink (type name after signature)	Type or Print Name
_____	_____
Address (type or print)	Address (type or print)
_____	_____
City State	City State
_____	
Telephone Number	

This proposal is hereby accepted this ___ day of _____, 20__.

DEPARTMENT OF ECONOMIC DEVELOPMENT

_____
Dennis H. Carson, Director

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EXHIBIT D-1

TO

PROPOSAL FOR REDEVELOPMENT

Project Description

1. Brief description of proposed development* _____

_____

_____

_____

2. Description of proposed building(s)/unit types*

_____

_____

_____

_____

3. Describe any unusual needs or demands for sewers or utilities*_____

_____

_____

_____

4. Estimate of number of persons to be employed in the construction of the development*_____

_____

_____

_____

5. Estimate of start and completion of construction*_____

_____

_____

_____

6. Estimate of project improvement costs*_____

_____

_____

_____

7. State the number of units that are to be sold or rented: _____

8. Bidder intends to finance project by what means*_____

_____

_____

_____

9. Number and location of projects, including the dollar volume of work bidder is currently engaged in. Describe any federal/state/local funding used.*

_____

_____

_____

_____

10. Number and location of actual projects, including the dollar volume of work bidder has constructed in the past. Describe any local/state/federal funding used.*

_____

_____

_____

_____

11. If the proposal is accepted by the City of Lafayette Redevelopment Commission, what officer or representative of the firm will be responsible for handling the operations of this proposal? (List name and position) _____

_____

_____

_____

12. Please describe the ownership and the management structure of the proposed development including all relevant qualifications of staff and personnel. Please include a sample lease and other relevant documents.

*Attach additional sheets if necessary

EXHIBIT D-2

TO

PROPOSAL FOR REDEVELOPMENT

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of bidder: _____

_____

_____

_____

2. Permanent address of bidder: _____

_____

_____

_____

3. If the bidder is not an individual doing business under his own name, the bidder has the status indicated below and is organized or is operating under the laws of

_____

____ A corporation

____ A non-profit or charitable institution or corporation

____ A partnership known as

_____

_____

____ A limited liability company as

_____

_____

____ A Federal, State or local government or instrumentality thereof

_____

____ Other (explain)

_____

_____

A bid submitted by a trust [as defined in IC 30-4-1-1 (a)] must identify each beneficiary of the trust and each settler empowered to revoke or modify the trust. Compliance with this requirement will be considered in determining the best bid.

4. Is the bidder a subsidiary of or affiliated with any other corporation or any other firm or firms? Yes ___ No ____. If yes, list each such corporation or firm by name and address, specify its relationship with the bidder, and identify the officers and directors or trustees common to the bidder and such other corporation or firm:

_____

_____

_____

5. If the bidder is not an individual or government agency, give date of organization:

_____

_____

_____

6. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders and investors of the bidder, other than a government agency or instrumentality, are set forth following Paragraph 6.(e) below:

   a) If the bidder is a corporation, the officers and directors, and each stockholder owning more than 10% of any class of stock.

   b) If the bidder is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.

   c) If the bidder is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.

   d) If the bidder is a business association or limited liability company, each participant and either the percent of interest or a description of the character and extent of interest.

   e) If the bidder is some other entity, the officers, the members of the governing body and each person having an interest of more than 10%:

The bid submitted by a trust [as designed in IC 30-4-1-1 (a)] must identify each beneficiary or the trust and settler empowered to revoke or modify the trust. Compliance with this requirement will be considered in determining the best bid.

Name and Address	Position Title and Percent of Interest or Description of Character and Extent of Interest
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

7. General character of work usually performed by bidder: _____

_____

_____

_____

8. How many years has the bidder engaged in redevelopment of this type? _____

_____

_____

_____

9. Qualifications of the staff and personnel: Please include descriptions and/or resumes of all staff personnel that will be involved in the project including all relevant contractors and subcontractors, to the extent known at the time of bidding (the successful bidder will have in their employ one or more LEED accredited professionals).

EXHIBIT D-3

TO

PROPOSAL FOR DEVELOPMENT

BIDDER'S AFFIDAVIT OF NON-COLLUSION

STATE OF INDIANA)
) SS:
COUNTY OF TIPPECANOE)

_____
being first duly sworn, deposes and says that:

1) He is _____
(owner-partner-officer-representative-agent)

of _____
(Bidder who has submitted the attached offer)

2) He is fully informed respecting the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.

3) Such offer is genuine and not a collusive or sham offer.

4) Neither said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham offer or refrain from making an offer in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication to conference with any other bidder, firm or person to fix the price, or profit, or cost element of the offering price or the offering price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Lafayette or any person interested in the proposed contract; and

5) The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Signed _____

SUBSCRIBED AND SWORN BEFORE ME

THIS ____ DAY OF _____, 20__.

_____

NOTARY PUBLIC _____ COUNTY _____

MY COMMISSION EXPIRES: _____

(Be sure to affix seal)

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EXHIBIT E

ZONING MAP

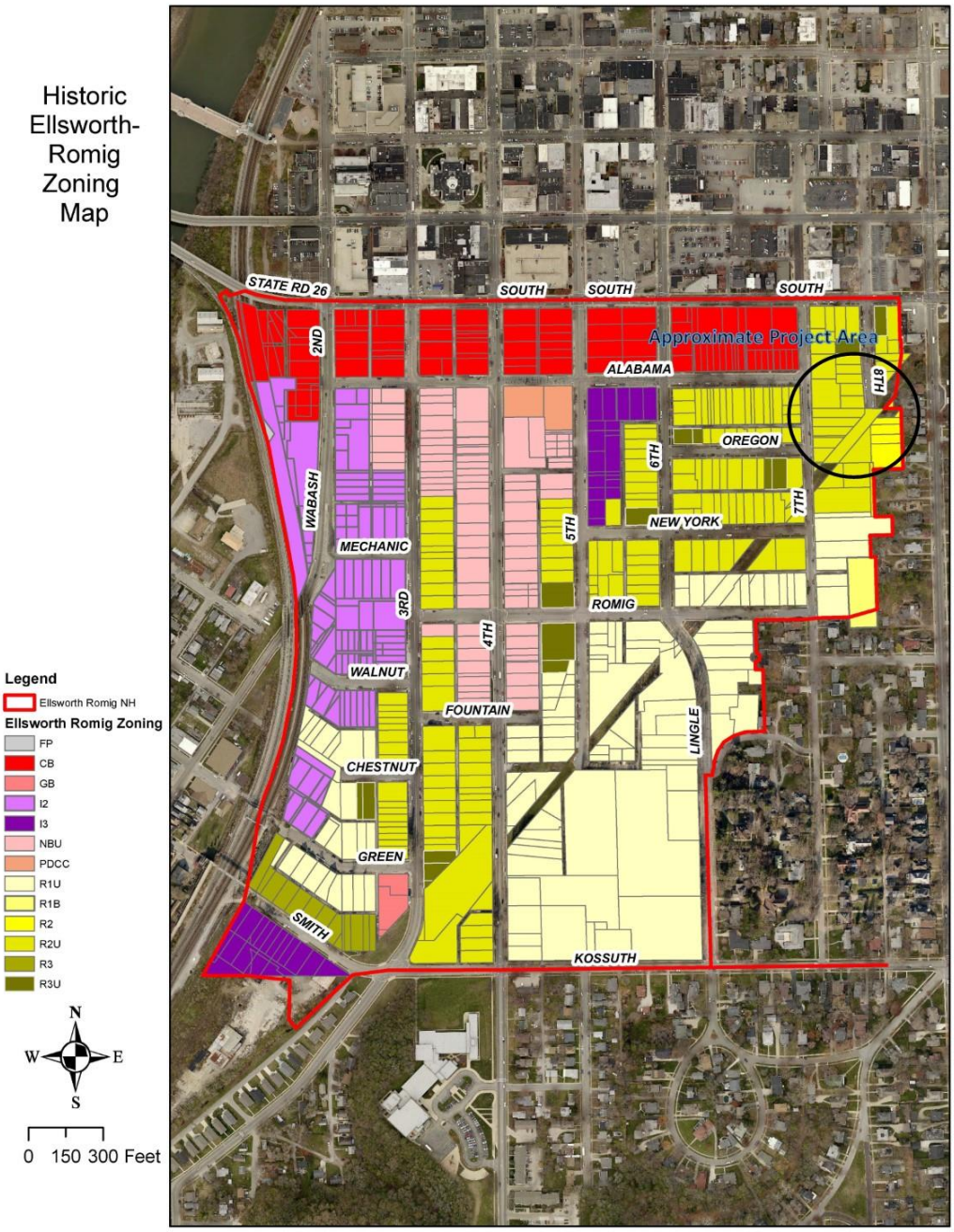
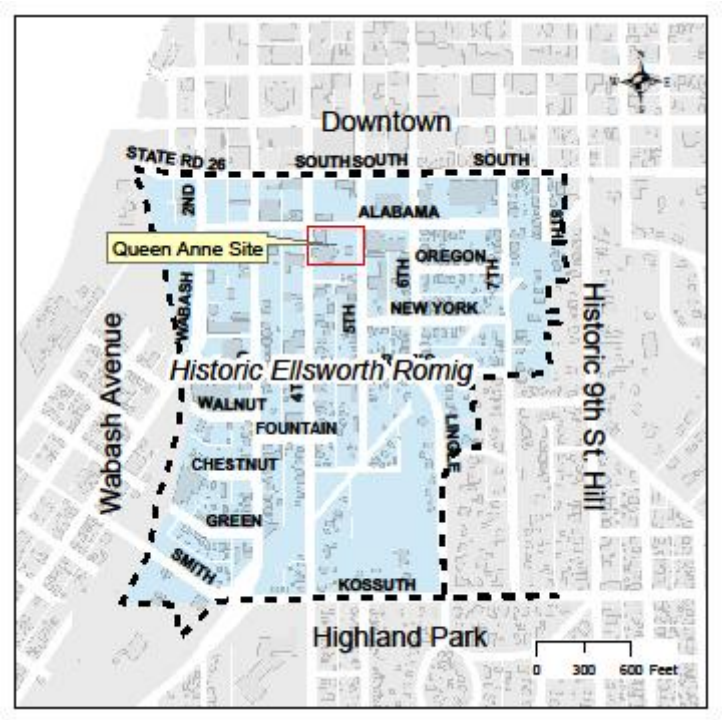


EXHIBIT F

AREA/NEIGHBORHOOD
Additional information can be found at:
https://sites.google.com/site/ellsworthromig/ and/or www.lafayette.in.gov.



Historic Ellsworth-Romig Neighborhood

Named after U.S. Patent Commissioner Henry Leavitt Ellsworth who lived in the neighborhood and was instrumental in the settling of the Wabash Valley Area, Ellsworth-Romig neighborhood is one of the first areas that developed as Lafayette gained population. As Lafayette grew the neighborhood was a popular choice for all classes of citizens who sought comfortable residence within walking distance of the commercial area. The Neighborhood contains a remarkable collection of 19th Century architecture, from mansions built by community leaders to workers' cottages and includes some of the earliest structures built outside the original city limits. Important examples of all major architectural styles are present as well as modest vernacular houses dating from the 1850's to the 1920's The neighborhood also has a number of row houses, double houses, and an early example of an apartment building, popular responses to housing shortages and urban

density. Indiana's oldest surviving synagogue building and the outstanding Second Presbyterian Church add to the diversity of the neighborhood.

Today, Ellsworth-Romig Neighborhood is known as the Daffodil Neighborhood. Recent community projects have involved the planting of thousands of this attractive annual. Newly installed decorative wayfinding signage has been added to the neighborhood featuring the flower. The newest addition to the neighborhood is the MatchBOX Coworking space that was initiated by a partnership between the Lafayette Urban Enterprise Association, The City of Lafayette, and the Tippecanoe County Public Library. The project involves the complete renovation of the Walter Gray building. When completed in fall of 2013, the space will add 10,000sf of office space in various configurations to the neighborhood.

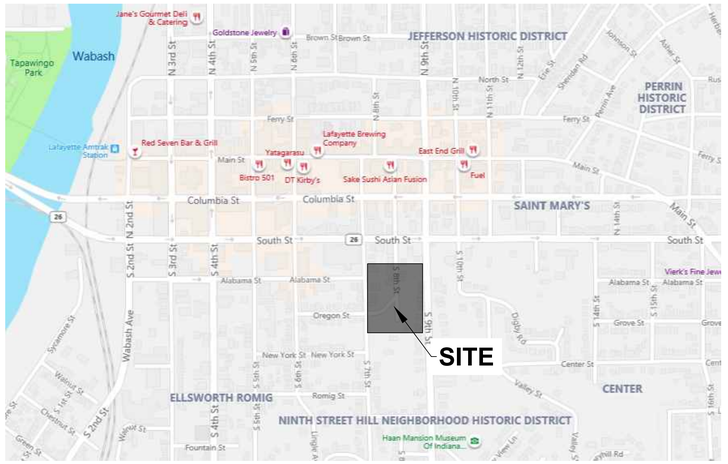
Significant Places and Institutions Located in Ellsworth-Romig

Triangle Park
South Tipp Park
Tippecanoe County Library – Main Branch
Bauer Community Center

RULE 12 BOUNDARY SURVEY

SOUTH 8TH STREET

A PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA



VICINITY MAP

NTS

MODERN LEGAL DESCRIPTION

Overall Vester Survey Tract (Per Instrument Number 200707016164)

A part of the East half of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Fairfield Township, Tippecanoe County, Indiana being the tracts of real estate of the City of Lafayette, Indiana property as described in Documents Numbered 03045731, 03047537 & 02009700; the City of Lafayette property as described in Documents Numbered 03046438, 03048472, 03046095 & 04016180; the Lafayette Redevelopment Commission property as described in Documents Numbered 04010450, 03015368, 03040497, 02023183, 03033340, 04011722 & 04011723; the City of Lafayette Redevelopment Commission property as described in Document Number 03033340; the City of Lafayette Indiana Redevelopment Commission property as described in Cause Number 79C01-0307- pl-65; and the City of Lafayette & Lafayette Redevelopment Commission property as described in Document Number 04016669 (all documents recited above being recorded in the Recorders Office of Tippecanoe County, Indiana) and the Gap Area "F" as depicted on this survey, to-wit:

Commencing at a 2" mag nail with 1 ½" diameter stainless steel washer stamped "VESTER & ASSOC. LS FIRM 0004" (herein after referred to as "Vester Mag Nail") at the Northeast corner of Jeremiah Bartholomew's Addition of Outlots to the Town (now City) of Lafayette; thence along the north line of said addition, South 89°36'16" West 258.00 feet to a point on said north line; thence along the southerly extension of Parcel XVI as depicted on said survey , North 01°36'21" West 119.95 feet to the southeast corner of said Parcel, being marked by a 3/4" rebar with punched aluminum cap stamped "VESTER & ASSOC. LS FIRM 0004" (herein after referred to as "Vester Capped Rebar"), said point also being the point of beginning of the herein described tract; thence along the south lines of parcels XVI, VII and X as depicted on said survey, South 88°23'39" West 225.02 feet to a "Vester Capped Rebar" on the southerly line of the Parcel survey, the following two (2) courses are along said southerly line, (1) thence South 40°23'22" West 10.13 feet to a "Vester Capped Rebar"; (2) thence South 40°24'36" West 8.15 feet to a "+" cut on the east right-of-way line of Seventh Street; thence along said right-of-way line, North Q1°40'17" West 222.36 feet to a "Vester Capped Rebar", at the northwest corner of Parcel XII as depicted on said survey; thence along the north line of said parcel, North 89°36'16"East 126.75 feet to a "Vester Capped Rebar" on the northerly line of Parcel XIV; thence along said northerly line North 40°23'22" East 126.31 feet to a "Vester Capped Rebar" on the west right-of-way line of Eight Street; thence along said right-of-way line, South 02°02'19" East 78.56 feet to a "Vester Capped Rebar" at the Northwest corner of the vacated portion of Eighth Street as depicted on said survey; thence along the north line of said vacated street, North 40°23'22" East 73.32 feet; thence North 39°40'25" East 0.80 feet to a "Vester Capped Rebar" at the northeast corner of said vacate along the east right-of-way of said street, North 02<°02'19" West 106.70 feet to the northerly line of Parcel XIV as depicted on said survey, the following two (2) courses are along said northerly line, (1) thence North 39°40'25" East 137.92 feet to a "Vester Capped Rebar"; (2) thence North 38°37'29" East 26.04 feet to a "Vester Capped Rebar"; thence perpendicular to the previously described line, South 51°22'31" East 86.00 feet to a "Vester Capped Rebar" on the southerly line of said Parcel XIV, the following two (2) courses are along said southerly line, (1) thence South 38°37'29 " West 26.83 feet to a Vester Capped Rebar"; (2) thence South 39°40'25" West 89.50 feet to a "Vester Capped Rebar" at the northeast corner of Parcel I as depicted on said survey; thence along the east line thereof, South 04°45'14" East 45.63 feet to a "Vester Capped Rebar" at the southeast corner thereof, said point also being on the north line of the property described in Document No. 06005442 as recorded in said Recorders Office; thence along said north line, South 89°36'16" West 2.53 feet to a "Vester Capped Rebar" at the northeast corner of Parcel II as depicted on said survey; thence along the east line thereof, South 05°33'44" East 36.72 feet to a "Vester Capped Rebar" at the southeast corner the thereof, said point also being southwest corner of the property described in Document No. 06005442; thence along the south line thereof, North 89°36'16" East 3.21 feet to a "Vester Capped Rebar" at the northeast corner of Parcel III as depicted on said survey; thence along the east lines of Parcels III, IV, V, Vi and the gap area "F" as depicted on said survey, South 01°49'20" East 218.12 feet to a cut "V" on a stone wall, said point also being on the north line of the property described in Document No 9933938 as found in said Recorders Office; thence along said north line South 88°33'52" West 110.29 feet; thence parallel to the east line of Parcels XV and XVI, South 01°36'21" East 60.30 feet to a point on the south line of said tract; thence along said south line, South 88°33'52" West 16.43 feet to a point on the east line of said Parcel XVI; thence south along said east line South 01°36'21" East 3.22 feet to the point of beginning, containing 2.306 acres more or less.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-QF-WAY OF RECORD

HISTORIC LEGAL DESCRIPTIONS

PARCEL I (Per Instrument No. 200303045731)

Part of the east half of the northeast quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Tippecanoe County, Indiana, described as: Commencing at the intersection of the north line of Lot 7 in R.C. Kendall's Addition to the City of Lafayette per the plat recorded in Deed Book U, page 619 in the Office of the Recorder for Tippecanoe County and the west line of the right-of-way for Ninth Street having a total width of 60 feet; thence South 89 degrees 37 minutes 46 seconds West along said north line a distance of 105.28 feet to the point of beginning; thence continuing South 89 degrees 37 minutes 46 seconds West along said north line a distance of 39.38 feet to a southern line of the old Wabash Railroad right-of-way, now owned by the City of Lafayette; thence Northeasterly along said line, being parallel with and 50 feet southeast from the centerline of the northern tracks (per record information), a distance of 59.45 feet; thence South 1 degree 34 minutes 55 seconds East a distance of 45.38 feet to the point of beginning. Containing 891 square feet, more or less.

PARCEL II (Per Instrument No. 200303047537)

Part of Lot 7 in R.C. Kendall's Addition to the City of Lafayette, Indiana per the plat recorded in Deed Book U, page 619 in the Office of the Recorder for Tippecanoe County, described as: Commencing at the intersection of the south line of Lot 7 and the west line of the right-of-way for Ninth Street having a total width of 60 feet; thence South 89 degrees 37 minutes 46 seconds West along said south line a distance of 105.28 feet to the point of beginning; thence continuing South 89 degrees 37 minutes 46 seconds West along said south line a distance of 31.95 feet to a southern line of the old Wabash Railroad right-of-way, now owned by the City of Lafayette; thence Northeasterly along said line, being parallel with and 80 feet southeast from the centerline of the northern tracks (per record information), a distance of 48.06 feet to the north line of Lot 7; thence South 1 degree 34 minutes 55 seconds East a distance of 36.58 feet to the point of beginning, containing 583 square feet, more or less.

PARCEL III (Per Instrument No. 200404010450)

The West half of Lot Numbered Eight (8) in R.C. Kendall's Addition to the City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, EXCEPT three (3) feet off the entire south side.

PARCEL IV (Per Instrument No. 200303046438)

The West half of the Lot Number 9 and the West half of a strip 3 feet wide off of the South side of Lot Number 8 in R.C. Kendall's Addition to the Town (now City) of Lafayette, Fairfield Township, Tippecanoe County, Indiana, said Addition is laid out and platted upon the East half of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, said in previous deeds to contain 80 acres, more or less.

PARCEL V (Per Instrument No. 200303048472)

The West half of Lot Number 10 in R.C. Kendall's Addition to the Town, now City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, as platted upon a part of a certain tract of 10 acres of land heretofore donated to the County of Tippecanoe by Reuben Kelsey, being a part of the East half of the Northeast Quarter of Section 29, Township 23 North, Range 4 West.

PARCEL VI (Per Instrument No. 200303015368)

The West Half of Lots Numbered Eleven (11) and Twelve (12) in R.C. Kendall's Addition to the City of Lafayette, Indiana.

ALSO a strip of ground Thirty (30) feet in width along the South side of said Lot Numbered Twelve (12) extending from the East side of Eighth Street if extended South to a line which is equidistant from Eighth Street and Ninth Street.

PARCEL VII (Per Instrument No. 200303040497)

A tract of land in the Northeast Quarter of Section 29, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows:

Beginning at a point 258 feet West and 119.95 feet North of the Northeast corner of Outlot No.1 of Jeremiah Bartholomew's Addition of Outlots to the City of Lafayette, Indiana; thence West for a distance of 117.8 West; thence North at right angles to the preceding line for a distance of 45 feet; thence East on a line parallel to the South line of the tract for a distance of 117.8 feet; thence South at right angles to the preceding line for a distance of 45 feet to the place of beginning.

EXCEPTING therefrom 16 feet off the entire East side of the tract for a private driveway.

Said tract of land contains twelve hundredth (.12) acres, more or less. Located in Fairfield Township, Tippecanoe County, Indiana.

PARCEL VIII (Per Instrument No. 200202023183)

A tract of land in the northeast quarter of Section Twenty-nine (29) Township Twenty-three (23) North, Range Four (4) West, more completely described as follows: Beginning at a point two hundred fifty eight (258) feet west and two hundred nineteen and 95/100 (219.95) feet north of the northeast corner of Out Lot number One (1) in Jeremiah Bartholomew's Addition of Out Lots to the City of Lafayette, Indiana; thence west one hundred seventeen and 8/10 (117.8) feet; thence south at right angles to the previously described line fifty five (55) feet; thence east on a line parallel to the north line of the tract one hundred seventeen and 8/10 (117.8) feet; thence north at right angles to the preceding line fifty five (55) feet to the place of beginning.

EXCEPTING therefrom sixteen (16) feet off of the entire east end of said tract for a private driveway.

Said tract of (and contains fourteen hundredths (.14) acres, more or less. Located in Fairfield Township, Tippecanoe County, Indiana.

PARCEL IX (Per Instrument No. 200303046095)

Part of Lots Numbered Four (4), Five (5) and Six (6) in R.C. Kendall's Addition bounded on the East by Eighth Street and on the Northwesterly by the tracks of the Wabash, St. Louis and Pacific Railroad commonly the Wabash Railroad, the same being triangular in form and extending from the North line of the former homestead of Elizabeth C. Gregory, wife of Robert C. Gregory to said Railroad tracts, recorded in Deed Record "U", page 619, recorded June 4, 1846 in Fairfield Township, Tippecanoe County, Indiana.

PARCEL X (Per Instrument No. 20030303340)

A tract of land in the Northeast Quarter of Section 29, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, described as follows: Beginning at a point 375.8 feet West and 219.95 feet North of the Northeast corner of Outlot No. 1 of Jeremiah Bartholomew's Addition of Outlots to the City of Lafayette, Indiana; thence West 19.7 feet to the Easterly right of way line of the Wabash Railway; thence Southwesterly on the said Easterly right of way line of said Railway for a distance of 130.2 feet; thence East on a line parallel to the North line of the Tract for a distance of 100.45 feet; thence North for a distance of 100 feet to the place of beginning, said In previous deeds to contain .25 acres, more or less.

PARCEL XI (Per Instrument No. 200505010548)

That part of lots numbered five (5) and six (6) in R.C. Kendall's Addition to the Town, now City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, lying West of the right of way of the Wabash Railway; EXCEPT a strip of twelve (12) feet wide along the North side of said lot numbered five (5) and EXCEPT four (4) feet along the South side of said Lot numbered six (6). Said addition being platted upon part of the East half of the North East quarter of Section twenty-nine (29) in Township twenty-three (23) North, Range four (4) West.

ALSO a part of the east half of the northeast quarter of section twenty nine (29) in township twenty three (23) north, range four (4) west. ALSO a part of the Lot numbered six (6) in R.C. Kendall's Addition to the Town, now City of Lafayette, Fairfield Township, Tippecanoe County, Indiana, more particularly described as follows, to-wit: Beginning at a point on the east line of Seventh Street and four (4) feet north of the southwest corner of Lot numbered Six (6) in said R.C. Kendall's Addition; running thence east parallel with the south line of said Lot Number Six (6) a distance of forty one and three tenths (41.3) feet to the west right of way line of the Wabash Railway; thence southwesterly along said west right of way line a distance of sixty one and five tenths (61.5) feet to the east line of Seventh Street; thence north along the east line of Seventh Street, a distance of forty six and eighty five hundredths (46.85) feet to the place of beginning.

PARCEL XII (Per Instrument No. 200404016180)

That part of Lot four (4) and a strip twelve (12) feet wide lying along the north side of lot five (5) in R.C. Kendall's Addition lying West of the right of way of the Wabash Railroad; except a seven (7) foot strip along the north side of lot four (4); comprising In alt a strip forty-one and seven tenths (41.7) feet wide from the east fine of Seventh Street to the West right of way line of the Wabash Railroad, as platted upon a part of the East half of the Northeast quarter of Section twenty-nine (29), Township twenty-three (23) North, Range four (4) West.

PARCEL XIII (Per Instrument No. 200404016669)

That part of South Eighth Street vacated that adjoins Parcels 3, 4, 5, 6 & 9. Said Eighth Street was vacated by Ordinance No. 2004-15 adopted June 7, 2004, recorded June 9, 2004 as Document No. 04016669. Said Vacated Eighth Street being described as follows:
A part of the Northeast Quarter of Section 23, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, being more particularly described as follows: Beginning at the Southwest Corner of Lot 12 in R.C. Kendall's Addition to the City of Lafayette; thence South 88°27'06" West along the north line of property owned by the Lafayette Redevelopment Commission as recorded as Document Number 03015368 in the Tippecanoe County Recorder's Office a distance of 25.00 feet; thence North 90°00'00" West along the north line of property owned by the Lafayette Redevelopment Commission as recorded as Document Number 02023183 in said Recorder's Office 25.01 feet to the east line of property owned by the City of Lafayette as recorded as Document Number 03046095 in said Recorder's Office; thence North 01°31'09" West along said east line 120.93 feet to the 35 foot right-of-way line of the former railroad corridor; thence North 40°23'20" East along said corridor 74.86 feet to west line of Lot 8 in said R.C. Kendall's Addition; thence South 01°31'09" East 177.29 feet to the point of beginning, containing 0.171 acres, more or less.

PARCEL XIV (Part of Instrument No. 200202009700)

Part of the Northeast Quarter of Section 29, Township 23 North, Range 4 West, City of Lafayette, Indiana, being all that part of the former corridor of the Wabash Railroad that is depicted on a boundary survey dated February 10, 2004 prepared by John E. Fisher & Associates, P.C. as Commission Number 03.55.1. Said Land being part of the land that was conveyed in a Quit Claim Deed dated March 6, 2002 as Document Number 02009700 where Norfolk Southern Railway Company was grantor and City of Lafayette, Indiana was grantee.

PARCEL XV (Origin Unknown)

Sixteen (16) feet off of the entire east end of the following described tract: A tract of land in the Northeast Quarter of Section 29, Township 23 North, Range 4 West, Fairfield Township, Tippecanoe County, Indiana, more completely described as follows: Beginning at a point 258 feet West and 119.95 feet North of the Northeast corner of Out Lot No. 1 of Jeremiah Bartholomew's Addition of Out Lots to the City of Lafayette, Indiana; thence West for a distance of 117.8 feet West; thence North at right angles to the preceding line for a distance of 45 feet; thence East on a line parallel to the South line of the tract for a distance of 117.8 feet; thence South at right angles to the preceding line for a distance of 45 feet to the place of beginning.

PARCEL XVI (Origin Unknown)

Sixteen (16) feet off of the entire east end of the following described tract: A tract of land in the Northeast Quarter of Section 29, Township 23 North, Range 4 West, Fairfield Township, more completely described as follows: Beginning at a point two hundred fifty eight (258) feet West and two hundred nineteen and 95/100 (219.95) feet north of the Northeast Corner of Out Lot number One (1) in Jeremiah Bartholomew's Addition of Out Lots to the City of Lafayette, Indiana; thence West one hundred seventeen and 8/10 (117.8) feet; thence South at a right angle to the previously described line fifty five (55) feet; thence east on a line parallel to the north line of the tract one hundred seventeen and 8/10 (117.8) feet; thence north at a right angle to the preceding line fifty five (55) feet to the place of beginning.

SURVEYOR REPORT

The record descriptions used in this survey were provided by research at the office of the Tippecanoe County Auditor and Recorder. The purpose of this survey is to retrace the boundaries of the City of Lafayette real estate as described in Instrument Number 200707016164 and a portion of the City of Lafayette real estate described in Instrument Number 200202009700, all in the Office of the Tippecanoe County Recorder. The subject property lies in a part of the Northeast Quarter of Section 29, Township 23 North, Range 04 West, Fairfield Township, Tippecanoe County, Indiana.

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, similarly, there may be found survey markers near, but not precisely at, some title corners. In cases where the magnitude of these differences is less than the Relative Positional Accuracy stated below, and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than said uncertainties should be considered worthy of notice and are therefore discussed further below.

When fences or other lines of occupation are shown on the plat, they have been located only at the ends or specific locations noted; therefore, for the purposes of this survey, such lines are assumed to run straight between said locations, but in actuality may vary slightly from a straight line.

Information regarding record easements, and other documents that might affect the quality of title to the subject tract was gained from the above referenced title commitment; however, supplemental research was performed by the surveyor in order to adequately analyze the subject and adjoining title. Every survey, plat or document of record reviewed and considered as a part of this survey is noted below or on the attached plat.

I. Tippecanoe County Offices:
   a. County Surveyor's Office:
      i. Ancient County Survey Records and Surveyor's Record Books A-F:
      ii. Section Corner Perpetuation Project Dossiers (noted herein as [SCD XX-XX]):
      iii. Drainage and Highway Map (showing legal open ditches and legal tile ditches)
      iv. County Section Corner Ties (prior to 1991)
      v. Available aerial photos (1939, 1957, 1963)
      vi. State Road Right-of-way plans
      vii. Railroad Valuation Maps
         1. Map No. 3-IND.A / S-14c (1959)
   b. Highway Department: County Road Right-of-way plans, as applicable
   c. Auditor's Office: Survey, parcelization, and subdivision plat files
   d. Recorder's Office: Recorded surveys, parcelizations, and subdivision plats
   e. Area Plan Commission: aerial photos (as necessary)
   f. Management Information Technology Services: digital aerial photographs (as necessary)
II. City of Lafayette Offices:
   a. Engineer Survey Book:
      i. Page 26 (1876)
      ii. Page 64 (1920)
      iii. Page 85 (1896)
      iv. Page 366 (1937)
      v. Page 388 (1938)
      vi. Page 389 (1946)
      vii. Page LL, 6, 8, 21, 46, 107, 140, 141, 151, 155, 180, 218, 248, 304, 348, 425, 448
   b. Engineer Plat Book for reference items III thru VI, below.
III. Original Plat, Jeremiah Bartholomew Addition of Outlots, Recorded in Deed Book C, Page 101 in the Office of the Tippecanoe County Recorder.
IV. Original Plat, Hathaway & Crains Addition to the Town of Lafayette, Recorded in Deed Book H, Page 392 in the Office of the Tippecanoe County Recorder.
V. Original Plat, R.C. Kendall's Addition to the Town of Lafayette, Recorded in Deed Book U, Page 619 in the Office of the Tippecanoe County Recorder.
VI. Original Plat, Taylor White Peterson & Ellsworth Addition, Recorded in Deed Book V, Page 74 in the Office of the Tippecanoe County Recorder.
VII. Plat of Survey, Part of Lots 7, 8, & 9 of Hathaway And Crain's Addition, prepared by Vester & Associates on March 15, 1965, Job No. C-6532.
VIII. Plat of Survey, for American National Red Cross, prepared by Vester & Associates on April 12, 1965, Job No. 6554.
IX. Boundary Survey, East Half of Lot 10 in R.C. Kendall's Addition, prepared by Vester & Associates on July 26, 1971, Job No. B-689.
X. Boundary Survey, for Mr. Fred Schneider, prepared by Vester & Associates on October 12, 1979, Job No. C-7971.
XI. ALTA / ACSM Land Title Survey, prepared by Vester and Associates Inc, Job No. 06278, Recorded as Instrument No. 200707003835 in the Office of the Tippecanoe County Recorder.
XII. Plat of Survey, prepared by Vester and Associates Inc, Job No. E-03523, Recorded as Instrument No. 200404029761 in the Office of the Tippecanoe County Recorder.
XIII. ALTA / ACSM Land Title Survey, prepared by Starr Associates, Job No. 09600374, Recorded as Instrument No. 199709703431 in the Office of the Tippecanoe County Recorder.
XIV. Staked Survey Report, prepared by Starr Associates, Job No. 09800631, Recorded as Instrument N. 199809828458 in the Office of the Tippecanoe County Recorder.
XV. Staked Survey Report, prepared by Starr Associates, Job No. 09900677, Recorded as Instrument No. 199909907133 in the Office of the Tippecanoe County Recorder.
XVI. Staked Boundary Survey, prepared by Starr Associates, Job No. 10301542, Recorded as Instrument No. 200303029629 in the Office of the Tippecanoe County Recorder.
XVII. Staked Boundary Survey, prepared by Starr Associates, Job No. 10301542, Recorded as Instrument No. 200303041237 in the Office of the Tippecanoe County Recorder.
XVIII. Boundary Survey, prepared by Starr Associates, Job No. 20123306, Recorded as Instrument No. 201010023722 in the Office of the Tippecanoe County Recorder.
XIX. Boundary Survey, prepared by Starr Associates, Job No. 20113516, Recorded as Instrument No. 201111019206 in the Office of the Tippecanoe County Recorder.
XX. Plat of Survey, prepared by John E. Fisher, Job No. 76.115.1 U, dated May 21, 1976, found on file in the Office of the Tippecanoe County Auditor.
XXI. Plat of Survey, prepared by John E. Fisher, Job No. 77.265.1 R, Recorded as Instrument No. 197707715363 in the Office of the Tippecanoe County Recorder.
XXII. Boundary Survey, prepared by John E. Fisher & Associates, Job No. 03.55.1, dated February 10, 2004, found on file in the City of Lafayette Engineer's Office.
XXIII. Plat of Survey, prepared by Pusey Surveying & Engineering, Job No. J94-805A, Recorded as Instrument No. 199409415415 in the Office of the Tippecanoe County Recorder.

THEORY OF LOCATION

The *Right of Way of Seventh Street* was established along a course best fit through existing referenced monuments (36 & 37), physical roadway improvements, and with consideration of information reported on Vester survey reference item XI. All of the evidence agreed to with 0.4 feet (east-west), though that difference occurs at the most ancient and reliable evidence (Monument No. 36). In my opinion, the preponderance of evidence supports this theory of location, which appears to maintain the status quo.

The *Right of Way of Ninth Street* was established along a course best fit through existing referenced monuments (31-35), physical roadway improvements, and with consideration of information reported on Vester survey reference item XI. In general, all of the evidence agreed to within 0.1 feet (east-west), though the solution may be slightly different than that reported on Vester Item XI. In my opinion, the preponderance of evidence supports this theory of location, which appears to maintain the status quo.

The *South Line of South Street* and North Line of the Northeast Quarter of Section 29, T23N, R04W was re-established based upon dimensions from existing Vester reference monumentation reported on Vester survey reference item XI. This course is well established by various surveyors and agrees with record dimensions to within approximately 1 foot (north-south). This theory of location is supported by common report and appears to maintain the status quo.

The *Right of Way of Eighth Street*, where platted in R.C. Kendall's Addition, was established along a course best fit through existing Vester reference monumentation (3, 4, 18, and 20) and in consideration of physical road improvements. In general, all of the evidence agreed to within 0.1 feet (east-west), though toward the North Line of R.C. Kendall's Addition, the physical centerline deviates by approximately 0.4 feet. It should be noted that Vester Item XI and Fisher Item XXII, utilized solutions for Eighth Street that extended northerly beyond the North Line of R.C. Kendall's Addition. Those solutions appear to disrupt the status quo, discussed below. In my opinion, the theory of location made part of this survey is based upon the best available evidence and maintains (restores) the status quo.

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Environmental • Construction Management
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CERTIFIED BY:

PROFORMA
04/06/2020 5:23:44 PM

CITY OF LAFAYETTE
SOUTH 8TH STREET REDEVELOPMENT

MARK	DATE	DESCRIPTION

PROJECT NO:	17075
FILE:	17075-SURVEY BNDY.DWG
DRAWN BY:	MBH
CHECKED BY:	PEW

LOCATION: PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE: **RULE 12 BOUNDARY SURVEY**
SURVEY REPORT

V101
1 OF 5

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY BNDY.dwg - USER: PATRICK WILLIAMS - DATE: Monday, April 6, 2020 5:22:16 PM

The *Right of Way of Eighth Street* where unplatted north of R.C. Kendall's Addition, was established along a course best fit through physical roadway improvements with the point of intersection among the platted right of way (to the south) held at the northeast corner of Lot 7 in R.C. Kendall's Addition. This solution agreed to within 0.2 feet (east-west) of physical road improvements and to within 0.5 feet of record dimensions to Monument No. 43. This solution does conflict (1.0 feet at Monument No. 20) with the Vester and Fisher solutions discussed above. Admittedly, the location and direction of the unplatted right of way is ambiguous in the record but utilizing either Vester or Fisher solution would result in public improvements being located beyond the right of way limits and, potentially, ancient private improvements being located within the right of way. Hence, it is my opinion that the Vester and Fisher solutions are disruptive to the status quo. In my opinion, the theory of location made part of this survey is based upon the best available evidence and maintains (restores) the status quo.

R.C. Kendall's Addition can best be described as being located between the collisions of surveyors holding lines parallel to South Street from the north and holding lines parallel to the *North Line of Jeremiah Bartholomew's Outlot No. 1* from the south. After examining the written records and what little remains of the obliterated physical evidence, it is apparent that the perimeter and interior lot lines of R.C. Kendall's Addition have been determined in a variety of means by various surveyors. Modern surveys, including myself, have struggled (and perhaps failed) to mathematically reason the status quo. Vester Item XI appears to have held a line parallel to South Street, holding record dimensions, and ignored reference monumentation. Fisher Item XXII held a course through and parallel with reference monumentation recovered along the North Line of R.C. Kendall's Addition. There are a number of other surveyors (including prior Vester surveys) that utilized other types of solutions. In is my opinion that there have been as many theories of location as there are have been surveyors to invent them. For the purpose of this survey, the North Line of R.C. Kendall's Addition was established along a course parallel with South Street, best fit through Monument No. 26, the record location of an iron pipe near the northeast corner Lot 7, and the record dimension from Monument No. 43. All of this evidence agreed to with 0.8 feet (north-south) and agrees to within 1.3 feet of ancient record dimensions to South Street, and this solution is similar to Fisher Item XXII. The South Line of R.C. Kendall's Addition was established parallel with said North Line in consideration of various ancient record survey dimensions relative to Monument No. 36, Monument No. 1, and the Wabash Railroad right of way. This solution results in approximately 1.5 feet of excess among the lots in R.C. Kendall's Addition. In general, interior lots were placed based upon proportionate measurement, though special consideration was paid to Monument No. 1 to develop the "Status Quo Bound" as shown on the survey. For those lots east of Eighth Street, this solution agreed to within 1.3 feet (north-south) of existing Vester monumentation and approximately 3.3 feet of various existing occupation. Vester's solution agreed more closely to the existing occupation in this area. However, Vester's solution also resulted in a severe disruption of the status quo (as evidenced by Instrument No. 200707010774) along the line common to Lot 2 and 3, depicting an ancient structure as being partially located on an adjoiner. In my opinion, the best evidence of the south line (7 feet south of Lot 3) is Monument No. 1, used to develop the "Status Quo Bound" as shown on this survey. This solution results in the ancient structure being wholly located on Lot 3. While this survey does develop a theory for the location for R.C. Kendall's Addition, the locations of individual lot lines are shown, primarily, for information purposes and to analyze other record and witness information. In general, the bounds for the Subject (for reasons stated below) do not depend on the locations of individual lot lines within R.C. Kendall's Addition, and likewise this surveyor makes no certification as to the accuracy thereof. Rather, this discussion and the information on the survey is provided to illustrate the ambiguities and differences among surveyors, the written record, and the status quo(s).

The *North Line of Jeremiah Bartholomew's Outlot No. 1* was established along a course parallel with a best fit solution through the existing wall and Vester Monuments No. 2 & 40 (which was based upon an ancient wall to the east). All of the evidence agreed to within 0.3 feet. Said course was then placed 130.7 feet southerly of Monument No. 31. In general, this solution agreed to within 0.3 feet (north-south) of all other reference monumentation. In my opinion, this theory is based upon a preponderance of and the best available evidence and appears to maintain the status quo. As shown on the survey, the line established 30 feet in uniform width northerly of ancient wall depicts the crux of the colliding surveys, discussed above. As many surveyors have discovered, there exists a wedge shaped "gap" among the South Line of R.C. Kendall's Addition and the line established 30 feet from the ancient wall. In my opinion, the ancient wall is likely the best evidence in the vicinity. Furthermore, the "gap" is likely theoretical, and the South Line of R.C. Kendall's Addition was always intended to be coincident with those properties described from the North Line of Outlot No. 1. As it stands, this "gap" has been resolved – as it pertains to the Subject – due to the Quiet Title Decree, Instrument No. 200707016164, discussed below. Similar to the discussion for R.C. Kendall's Addition, the bounds for the Subject (for reasons stated below) is no longer affected by the theoretical "gap", and likewise this surveyor makes no certification as to the accuracy of the north lines of southerly adjoiners no. 1 and 7 (or the south line of adjoiner no. 10). Rather, this discussion and the information on the survey is provided to illustrate the ambiguities and differences among surveyors, the written record, and the status quo(s). In all likelihood, the original South Line of R.C. Kendall's Addition is along the line established 30 feet in uniform width or somewhere in between the two.

The *Common Report Centerline of the Wabash Railroad* (and associated right of way, now abandoned) was established based upon record geometry best fit through Monument No. 16, 26, and 36 and in consideration of the stationing provided on the available valuation map. It is not clear why Fisher Item XXII, perpetuated by Vester Item XI, ignored the record geometry of the corridor, and it is clear that both Fisher and Vester theories are based upon inferior evidence. As shown on the survey, there is from 1.3 to 1.7 feet of difference among the solutions. In my opinion, the Common Report Centerline is based upon the best available evidence. However, title to the Subject – reinforced by the Quiet Title Decree, Instrument No. 200707016164 (discussed below) – was acquired based upon the solution(s) presented by Fisher and Vester, shown on the survey as Vester centerline or Vester right of way, as applicable.

The *Bounds of the Subject* (except that portion between the Vester Quiet Title Line) were established based upon the record geometry best fit (to the best extent possible) to existing Vester reference monuments. In general, this evidence agreed to within 0.1 feet (except due to differences along Eighth Street). While it is my belief that Fisher Item XXII and perpetuated by Vester Item XI upset the status quo – by up to 1.8 feet along the railroad right of way, by up to approximately 2 feet (north-south) along the "Status Quo Bound", and by up to approximately 3.3 feet (east-west) along easterly adjoiners 32 & 34 – Vester's survey and modernized legal description has been upheld by the courts, as evidenced by the Quiet Title Decree, Instrument No. 200707016164. Hence, title has been perfected and the Vester Survey has now become the status quo.
For those *Bounds of the Subject* located northeasterly of Vester's survey, the northwesterly bounds were established to be along the above described Common Report Right of Way, primarily due to the fact that the Vester right of way would result in the ancient structure located upon adjoiner 41 being partially located within the right of way. In either case, a concrete sidewalk is located within the right of way, and it's my recommendation that a more equitable solution would be along the "Recommended Equitable Title Line", as shown on the survey. Similarly, the southeasterly bounds were established along the Vester right of way, as this solution is more equitable and has already been adjudicated with respect to adjoiner 36.

In accordance with the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code, which establishes minimum standards for the competent practice of Land Surveying, the following observations and opinions are submitted with reference to the uncertainties in the locations of the lines and corners established on this survey as a result of:

1) **AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS;**
   A) There is little or no uncertainty (perhaps up to 0.1 feet) associated with reference monuments, due to no visible changes since title was perfected by the Quiet Title Decree, Instrument No. 200707016164, except as follows:
      i) There is up to approximately 1 foot (east-west) and 1.2 feet (north-south) of uncertainty associated with the location of Monument No. 20 and the location of the right of way of Eighth Street;
      ii) There is approximately 0.1 feet of uncertainty associated with the location of Ninth Street;
      iii) There is up to approximately 1.4 feet of uncertainty associated with the abandoned right of way of the Wabash Railroad, where located northeasterly of the Vester Quiet Title Line.
2) **OCCUPATION OR POSSESSION LINES;**
   A) There is little or no uncertainty associated with occupation or possession, due to no visible changes since title was perfected by the Quiet Title Decree, Instrument No. 200707016164, except as follows:
      i) There are various private and public overhead utility installations located over and upon the Subject. Unwritten rights may exist.
      ii) A portion of the Subject is utilized as a construction staging area for ongoing public works construction. The character and origin of this right – written or unwritten – is not known.
      iii) There is up to approximately 9 feet of uncertainty associated with the Bounds of the Subject where coincident with adjoiner 41 due the location of an existing concrete sidewalk.
3) **CLARITY OR AMBIGUITY OF THE RECORD DESCRIPTION USED AND OF ADJOINERS' DESCRIPTIONS AND THE RELATIONSHIP OF THE LINES OF THE SUBJECT TRACT WITH ADJOINERS' LINES;**
   A) There is little or no uncertainty associated with clarity or ambiguity of the record description(s), due to no known changes since title was perfected by the Quiet Title Decree, Instrument No. 200707016164, except as follows:
   B) Outside of the Quiet Title Area, adjoining title appears to be consistent with the subject.
4) **RELATIVE POSITIONAL ACCURACY OF MEASUREMENTS;**
   A) The allowable Relative Positional Accuracy for this survey is 0.07 feet plus 50 parts per million for an Urban Survey as defined in 865 IAC 1-12-7.

NOTES

1) Survey data shown hereon is a local ground coordinate system based on the North American Datum of 1983 (NAD83(2011) Epoch 2010.0), with further reference made to the Indiana State Plane Coordinate System, West Zone; the basis of bearings being grid North. This survey is also based upon the North American Vertical Datum of 1988 (NAVD88) utilizing the 2012 Geoid Model. Ground coordinates were calculated using a local scale point of:
   Point Number: 6000
   Northing: 1882157.467
   Easting: 3007228.909
   Elevation: 595.470
   Scale Factor: 1.000053138260

2) Final exterior and interior lot corners were set at corners, geometry points and centerline geometry points in accordance with 865 IAC 1-12-18 unless otherwise noted. The characteristics of monuments set are as follows:
   A) Vegetated areas: 5/8" diameter rebar with yellow plastic cap stamped "TBIRD FIRM #0052" set at grade unless otherwise noted.
   B) Concrete pavement areas: a cut cross (+)
   C) Asphalt areas: 2-inch long mag nail with washer stamped "TBIRD FIRM #0052" set at grade unless otherwise noted.

3) Local project benchmarks were determined by differential leveling methods and are depicted hereon. The vertical survey data represented on this plat was gathered by means of trigonometric leveling methods.

4) Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of overhead or underground containers or facilities that may affect the use or development of this tract.

5) The locations of underground and above ground utilities are based on above ground evidence and marking paint provided by various companies contacted by Indiana Underground Plant Protection Services (Holey Moley) under Dig Tickets No. 1709012920, 1709012930, 1709012937, 1709012947, 1709012953, 1709012956, 1709012960, 1709012968, 1709012972, 1709012977, 1709012980, 1709012986, 1709012990, 1709012995, 1709012997, 1709013002, 1709013005, 1709013007, 1709013011, 1709013015, 1709013016, 1709013020, 1709013023, 1709013028, 1709013029, 1709013031, 1709013073, 1709013105, 1709013122, 1709013128, 1709013146, 1709013158.

   The locations of underground storm and sanitary sewers are based on available pipe size and pipe material information between successive structures, where available. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may exist. No excavations were made during the course of this survey to locate underground utilities/structures. Before design or construction is begun, locations that are more precise should be obtained from the appropriate agencies.

6) Since the date of this survey conditions may have occurred that are beyond the knowledge or control of the undersigned surveyor and may have altered the validity and circumstances shown or noted hereon. The last date of field work by TBIRD Design Services Corp. was March 21, 2020.

LAND SURVEYOR CERTIFICATE

The undersigned, a Registered Land Surveyor of the State of Indiana does hereby certify that the attached plat and above legal description were prepared under his direct supervision, and to the best of his knowledge and belief was executed in accordance with the requirements of the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code.

CERTIFIED BY:

Patrick E. Williams, PLS Date

CURRENT TITLE

Title Holder:	CITY OF LAFAYETTE
Instrument Numbers:	2002020009700
	200707016164
State Identification Numbers:	79-07-29-232-003.000-004
	79-07-29-232-005.000-004
	79-07-29-232-006.000-004
	79-07-29-233-001.000-004
	79-07-29-233-002.000-004
	79-07-29-233-003.000-004
	79-07-29-233-007.000-004
	79-07-29-233-009.000-004
	79-07-29-233-010.000-004
	79-07-29-233-011.000-004
	79-07-29-233-012.000-004
	79-07-29-233-013.000-004
	79-07-29-232-019.000-004
	79-07-29-234-013.000-004

I, Patrick E. Williams, affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
Prepared By: Patrick E. Williams

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Environmental • Construction Management
105 North 10th Street • Lafayette, Indiana
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www.tbirddesign.com

CERTIFIED BY:

PROFORMA
04/06/2020 5:23:52 PM

CITY OF LAFAYETTE
SOUTH 8TH STREET REDEVELOPMENT

MARK	DATE	DESCRIPTION

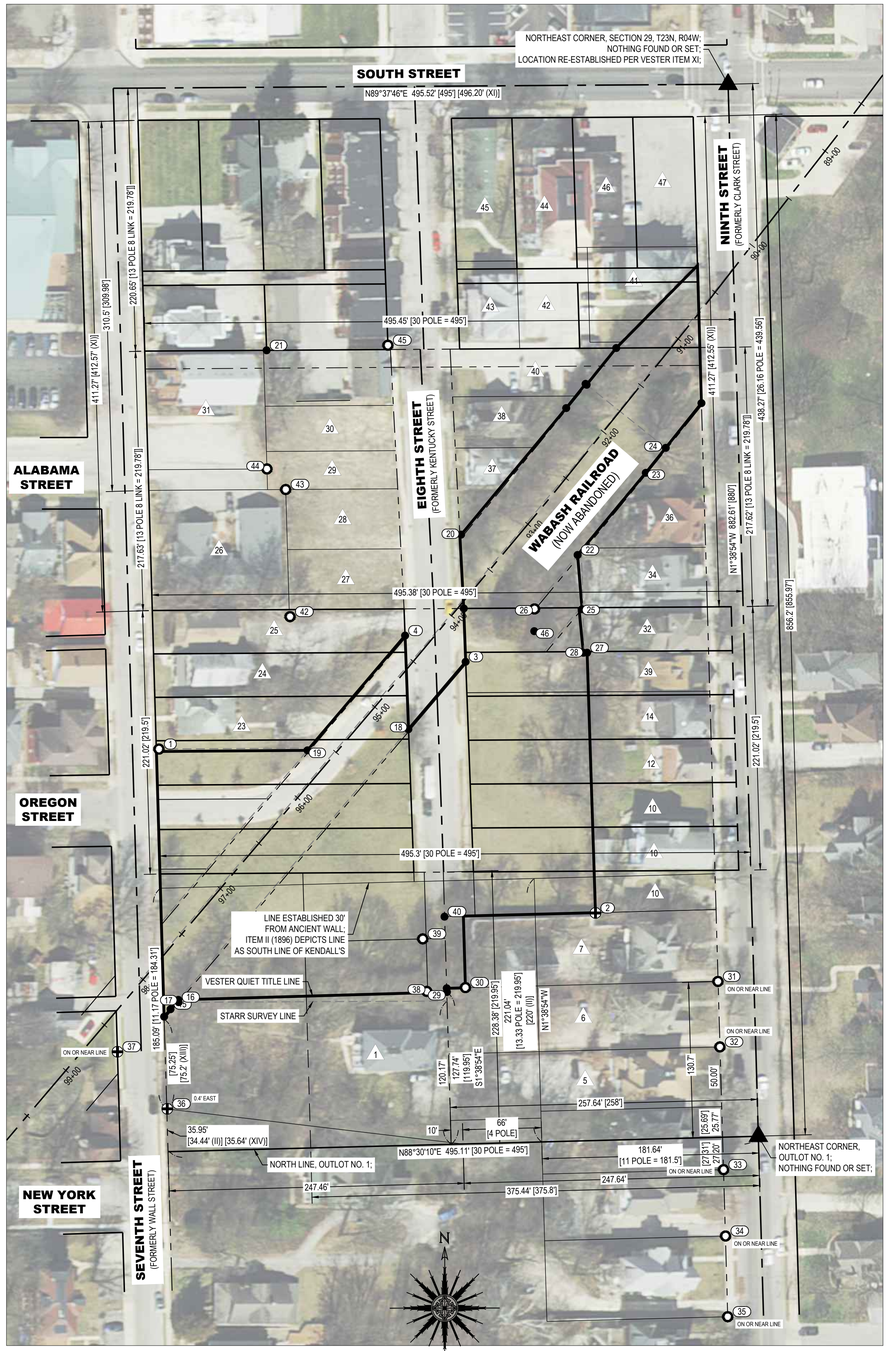
PROJECT NO:	17075
FILE:	17075-SURVEY BNDY.DWG
DRAWN BY:	MBH
CHECKED BY:	PEW

LOCATION:
PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
RULE 12 BOUNDARY SURVEY
SURVEY REPORT

V102
2 OF 5

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY BNDY.dwg - USER: PATRICK WILLIAMS - DATE: Monday, April 6, 2020 5:22:19 PM



A1 OVERALL DETAIL
1" = 60'

MONUMENT TABLE

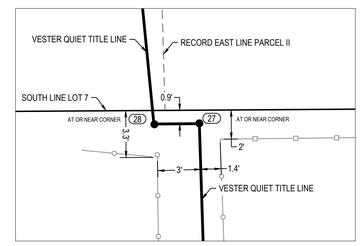
ID	SIZE / TYPE	CONDITION	REFERENCE INFORMATION
1	1 1/2" Ø IRON PIPE	0.4' BG	- ORIGIN UNKNOWN; - NICHE IN SIDEWALK PER CITY ITEM II (1938); - IRON PIPE PER FISHER ITEM XXII;
2	CROSS CUT ON WALL	FLUSH	- FOUND PER VESTER ITEM XI;
3	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
4	5/8" Ø REBAR	FLUSH	- VESTER CAPPED REBAR PER VESTER ITEM XI;
15	VESTER CAPPED REBAR	0.1 AG	- FOUND PER VESTER ITEM XI;
16	STARR CAPPED REBAR	FLUSH	- FOUND PER STARR ITEM XIV; - IRON PIN PER FISHER ITEM XXII;
17	VESTER CAPPED REBAR	0.2' AG	- FOUND PER VESTER ITEM XI, STARR ITEM XVIII, XIX;
18	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
19	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
20	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
21	RW GROSS CAPPED REBAR	FLUSH	- ORIGIN UNKNOWN; - IRON PIPE PER FISHER ITEM XX, XXI;
22	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
23	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
24	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
25	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
26	3/4" Ø IRON PIPE	0.5' AG	- 1/2" IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER FISHER ITEM XXII;
27	VESTER CAPPED REBAR	0.1' AG	- FOUND PER VESTER ITEM XI;
28	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
29	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
30	1" Ø IRON PIPE	0.2' AG	- DEPICTED ON VESTER ITEM XI, FISHER ITEM XXII;
31	1" Ø IRON PIPE	0.1 BG	- 3/4" IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER STARR ITEM XVIII, XIX, FISHER ITEM XXII;
32	1" Ø IRON PIPE	FLUSH	- 3/4" IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER STARR ITEM XVIII, XIX;
33	1" Ø IRON PIPE	0.2' BG	- 1/2" IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER STARR ITEM XIII, XVIII, XIX;
34	1" Ø IRON PIPE	FLUSH	- 1/2" IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER STARR ITEM XIII, XVIII, XIX;
35	1" Ø IRON PIPE	FLUSH	- 1/2" IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER STARR ITEM XIII;
36	CROSS CUT ON WALL	FLUSH	- FOUND PER CITY ITEM II (1903); - DEPICTED ON VESTER ITEM XI, STARR ITEM XIV;
37	CROSS CUT ON SIDEWALK	FLUSH	- FOUND PER STARR ITEM XVI, XVII; - DEPICTED ON VESTER ITEM XI;
38	3/4" Ø IRON PIPE	0.1' BG	- 1/2" IRON PIPE PER VESTER ITEM XI;
39	2" Ø IRON PIPE	1' BG (BENT)	- 2" STEEL POST PER VESTER ITEM XI;
40	VESTER CAPPED REBAR	FLUSH	- FOUND PER VESTER ITEM XI;
42	1" Ø IRON PIPE	0.5' BG (PINCHED)	- ORIGIN UNKNOWN; - IRON PIPE PER VESTER ITEM VIII, FISHER ITEM XX;
43	3/4" Ø IRON PIPE	FLUSH	- IRON PIPE PER VESTER ITEM VIII, FISHER ITEM XX; - 1/2" IRON PIPE PER VESTER ITEM XI;
44	3/4" Ø IRON PIPE	0.4' BG (PINCHED)	- 1/2" PINCHED IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER FISHER ITEM XX;
45	3/4" Ø IRON PIPE	0.4' BG	- 1/2" IRON PIPE PER VESTER ITEM XI; - DEPICTED AS 4 INCHES NORTH OF LOT LINE PER FISHER ITEM XXI; - DEPICTED ON FISHER ITEM XXII;
46	5/8" Ø REBAR	0.2' BG	- 1/2" IRON PIPE PER VESTER ITEM XI; - IRON PIPE PER FISHER ITEM XXII;

ADJOINER INDEX

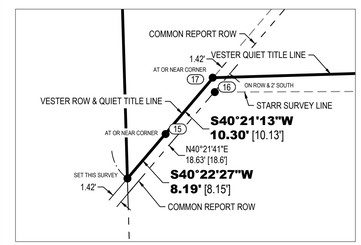
ID	ADJOINER NAME	PARCEL ID	INSTRUMENT NUMBER
1	TRIPLE R LLC	79-07-29-232-002.000-004	201818005851
5	RAYMER DAVID B & LYNDA J	79-07-29-232-009.000-004	201010018492
6	WINTER JULIE A & WILLIAM H	79-07-29-232-008.000-004	201717008325
7	LINDELL ORVIN A	79-07-29-232-007.000-004	201717001856
10	ELSTON PARK LLC	79-07-29-233-018.000-004	201818012669
12	PERKINS JENNIFER	79-07-29-233-017.000-004	2020020003425
14	SENESAC JOEY	79-07-29-233-016.000-004	201010018475
23	EHRESMAN REBECCA	79-07-29-233-005.000-004	200707010886
24	TRIPLE R LLC	79-07-29-233-006.000-004	201616012973
25	TRIPLE R LLC	79-07-29-233-008.000-004	201616012973
26	BRIAN A BROWN LLC	79-07-29-234-001.000-004	200808011476
27	TRIPLE R LLC	79-07-29-234-007.000-004	201010023805
28	TRIPLE R LLC	79-07-29-234-006.000-004	201313018241
29	TRIPLE R LLC	79-07-29-234-005.000-004	201212024648
30	TRIPLE R LLC	79-07-29-234-004.000-004	201313011023
31	SEEDS OF HOPE COMMUNITY MINISTRIES INC	79-07-29-234-002.000-004	201010013281
32	HAPPY PEOPLE PROPERTY MANAGEMENT LLC	79-07-29-233-014.000-004	200808023046
34	EMBRY CORDELIA L	79-07-29-234-012.000-004	200202014156
36	EMBRY GUY B JR	79-07-29-234-011.000-004	201616017119
37	TRIPLE R LLC	79-07-29-234-008.000-004	201616013147
38	TRIPLE R LLC	79-07-29-234-009.000-004	201616013147
39	PHILLIPS STEPHEN K	79-07-29-233-015.000-004	199909925410
40	CARBIN DEVELOPMENT LLC	79-07-29-234-010.000-004	201818004099
41	CARBIN DEVELOPMENT LLC	79-07-29-235-014.000-004	201818005488

SUBJECT INDEX

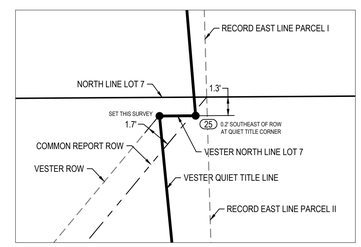
ID	SUBJECT NAME	PARCEL ID	REFERENCE	INSTRUMENT NUMBER
I	CITY OF LAFAYETTE	79-07-29-234-013.000-004	QUIET TITLE DECREE QUITCLAIM DEED	200707016164 200303045731
II	CITY OF LAFAYETTE	79-07-29-233-019.000-004	QUIET TITLE DECREE QUITCLAIM DEED	200707016164 200303047537
III	CITY OF LAFAYETTE	79-07-29-233-013.000-004	QUIET TITLE DECREE WARRANTY DEED	200707016164 200404010450
IV	CITY OF LAFAYETTE	79-07-29-233-012.000-004	QUIET TITLE DECREE WARRANTY DEED	200707016164 200303046438
V	CITY OF LAFAYETTE	79-07-29-233-011.000-004	QUIET TITLE DECREE ORDINANCE TO VACATE WARRANTY DEED	200707016164 200404016669 200303048472
VI	CITY OF LAFAYETTE	79-07-29-233-010.000-004	QUIET TITLE DECREE SHERIFF'S DEED	200707016164 200303015368
VII	CITY OF LAFAYETTE	79-07-29-232-003.000-004	QUIET TITLE DECREE WARRANTY DEED	200707016164 200303040497
VIII	CITY OF LAFAYETTE	79-07-29-232-003.000-004	QUIET TITLE DECREE QUITCLAIM DEED	200707016164 200202023183
IX	CITY OF LAFAYETTE	79-07-29-233-009.000-004	QUIET TITLE DECREE WARRANTY DEED	200707016164 200303046095
X	CITY OF LAFAYETTE	79-07-29-232-005.000-004	QUIET TITLE DECREE WARRANTY DEED	200707016164 200303033340
XI	CITY OF LAFAYETTE	79-07-29-233-002.000-004	AGREED JUDGEMENT	200505010548
	CITY OF LAFAYETTE	79-07-29-233-001.000-004	AGREED JUDGEMENT	200505010548
	CITY OF LAFAYETTE	79-07-29-232-006.000-004	AGREED JUDGEMENT	200505010548
XII	CITY OF LAFAYETTE	79-07-29-233-003.000-004	WARRANTY DEED	200404016180
XIII	CITY OF LAFAYETTE	79-07-29-233-009.000-004 79-07-29-233-010.000-004 79-07-29-233-011.000-004 79-07-29-233-012.000-004 79-07-29-233-013.000-004	QUIET TITLE DECREE ORDINANCE TO VACATE	200707016164 200404016669
XIV	CITY OF LAFAYETTE	79-07-29-233-007.000-004 UNKNOWN PARCEL ID	QUIET TITLE DECREE QUITCLAIM DEED	200707016164 200202009700
XV	CITY OF LAFAYETTE	UNKNOWN PARCEL ID	QUIET TITLE DECREE	200707016164
XVI	CITY OF LAFAYETTE	UNKNOWN PARCEL ID	QUIET TITLE DECREE	200707016164



C6 MONUMENT DETAIL
1" = 5'



B6 MONUMENT DETAIL
1" = 10'



A6 MONUMENT DETAIL
1" = 5'

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CERTIFIED BY:

PROFORMA
04/06/2020 5:23:53 PM

CITY OF LAFAYETTE
SOUTH 8TH STREET REDEVELOPMENT

MARK	DATE	DESCRIPTION

PROJECT NO: 17075
FILE: 17075-SURVEY BNDY.DWG
DRAWN BY: MBH
CHECKED BY: PEW
LOCATION: PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
RULE 12 BOUNDARY SURVEY
TABLES & DETAILS

V103
3 OF 5

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY BNDY.dwg USER: PATRICK WILLIAMS DATE: Monday, April 6, 2020 5:22:24 PM

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PROFORMA
04/06/2020 5:23:53 PM

CITY OF LAFAYETTE
SOUTH 8TH STREET REDEVELOPMENT

MARK	DATE	DESCRIPTION

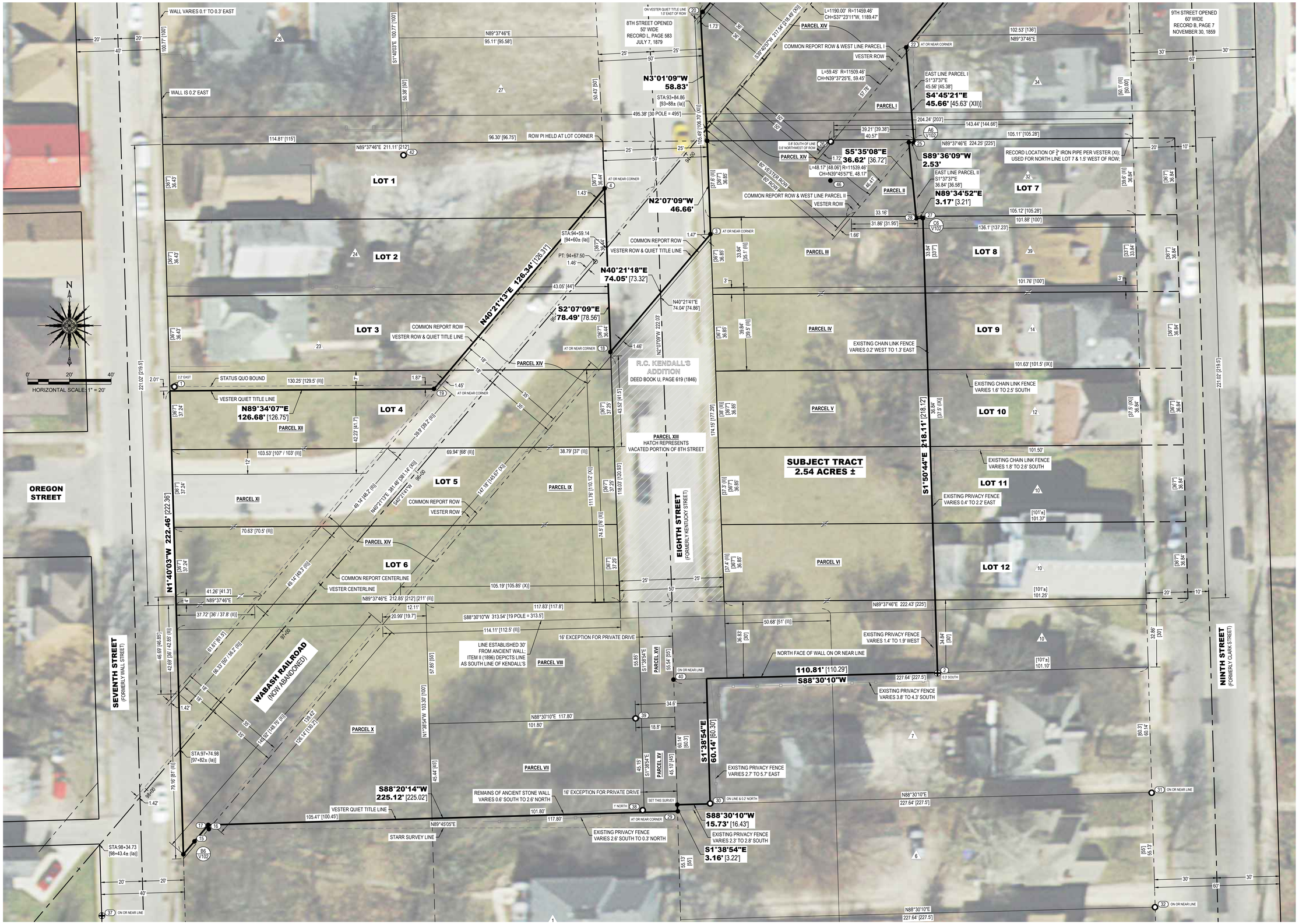
PROJECT NO:	17075
FILE:	17075-SURVEY BNDY.DWG
DRAWN BY:	MBH
CHECKED BY:	PEW

LOCATION:
PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
RULE 12 BOUNDARY SURVEY
PLAT OF SURVEY

V104
4 OF 5

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY BNDY.dwg USER: PATRICK WILLIAMS DATE: Monday, April 6, 2020 5:22:25 PM



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CERTIFIED BY:

PROFORMA
04/06/2020 5:23:53 PM

CITY OF LAFAYETTE
SOUTH 8TH STREET REDEVELOPMENT

MARK	DATE	DESCRIPTION

PROJECT NO:	17075
FILE:	17075-SURVEY BNDY.DWG
DRAWN BY:	MBH
CHECKED BY:	PEW

LOCATION:
PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
RULE 12 BOUNDARY SURVEY
PLAT OF SURVEY

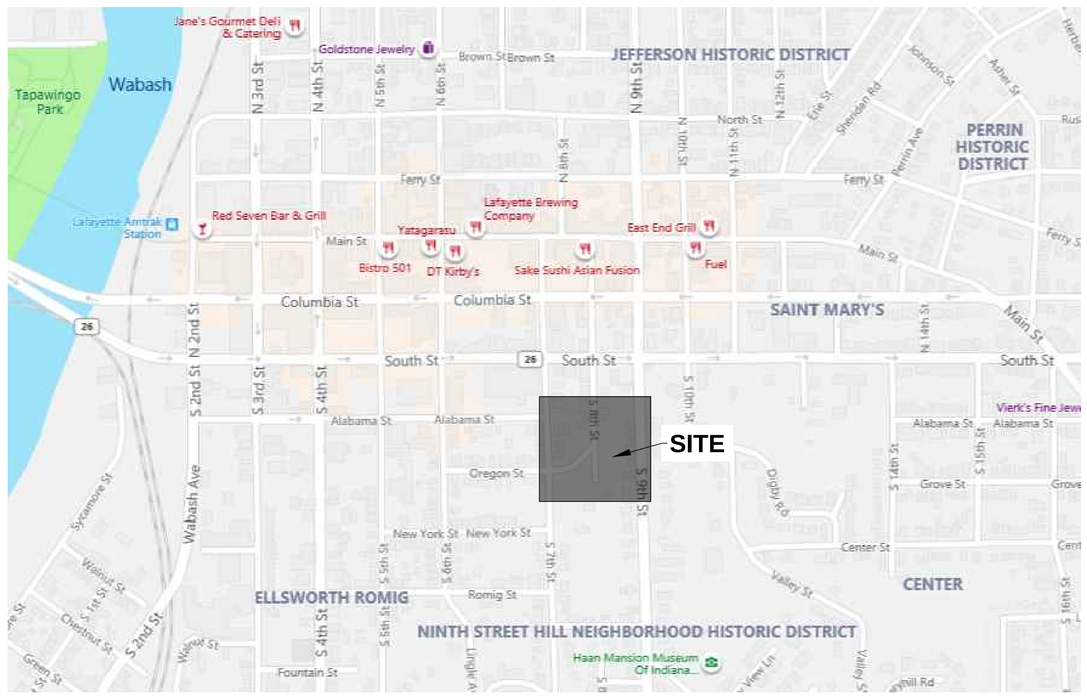
V105
5 OF 5

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY BNDY.dwg - USER: PATRICK WILLIAMS - DATE: Monday, April 6, 2020 5:22:29 PM

TOPOGRAPHIC SURVEY

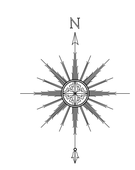
SOUTH 8TH STREET

A PART OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 23 NORTH,
RANGE 4 WEST, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA



VICINITY MAP

NTS



NOTES

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Point Number: 6000
Northing: 1882157.467
Easting: 3007228.909
Elevation: 595.470
Scale Factor: 1.000053138260

2) Local project benchmarks were determined by differential leveling methods and are depicted hereon. The vertical survey data represented on this plat was gathered by means of trigonometric leveling methods.

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5) Since the date of this survey conditions may have occurred that are beyond the knowledge or control of the undersigned surveyor and may have altered the validity and circumstances shown or noted hereon. The last date of field work by TBIRD Design Services Corp. was March 21, 2020.

LAND SURVEYOR CERTIFICATE

The undersigned, a Registered Land Surveyor of the State of Indiana does hereby certify that the attached plat was prepared under his direct supervision.

CERTIFIED BY:

04/06/2020

Patrick E. Williams, PLS — Date

Prepared for: City of Lafayette, Indiana

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Design Services Corporation
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phone: (765) 742-1300 • fax: (765) 742-1905
www.tbirddesign.com

CERTIFIED BY:

PATRICK E. WILLIAMS
REGISTERED
NO. 20800122
STATE OF INDIANA
LAND SURVEYOR

CITY OF LAFAYETTE
SOUTH 8TH STREET REDEVELOPMENT

MARK	DATE	DESCRIPTION

PROJECT NO: 17075
FILE: 17075-SURVEY TOPO.DWG
DRAWN BY: MBH
CHECKED BY: PEW
LOCATION: PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE: TOPOGRAPHIC SURVEY
TITLE SHEET

V001
1 OF 4

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY TOPO.dwg - USER: MATT HALLAS - DATE: Monday, April 6, 2020 5:17:50 PM

EXISTING STORM SEWER

ID	RIM	PIPE DATA
6015	588.67	15" RCP INV (W) = 586.08 TOP OF HOOD
6023	587.62	12" RCP INV (W) = 583.80
6054	585.06	15" RCP INV (E) = 579.64 15" RCP INV (N) = 580.33 12" RCP INV (W) = 580.22
6068	583.88	15" RCP INV (S) = 580.23 12" RCP INV (N) = 580.53
6079	582.90	12" RCP INV (S) = 580.47
6175	581.26	12" RCP INV (S) = 578.84
6178	581.97	12" RCP INV (N) = 578.32 12" RCP INV (E) = 578.32 12" RCP INV (S) = 578.32
6179	581.62	12" RCP INV (N) = 578.92
6195	584.83	12" RCP INV (S) = 581.73
6226	588.48	12" RCP INV (E) = 584.33
6232	588.83	15" RCP INV (N) = 582.02 12" RCP INV (W) = 583.22 15" RCP INV (E) = 585.08
6245	587.61	24" RCP INV (NE) = 579.83 15" RCP INV (S) = 581.07 12" RCP INV (E) = 582.91 12" RCP INV (SW) = 579.96
6266	584.95	12" RCP INV (E) = 580.23
6420	587.89	24" RCP INV (NE) = 578.81 24" RCP INV (SW) = 579.20 15" RCP INV (N) = 581.87 15" RCP INV (W) = 579.75
6421	585.35	15" RCP INV (S) = 583.35
6422	584.01	24" RCP INV (NE) = 576.76 24" RCP INV (SW) = 576.81 12" RCP INV (N) = 579.01 12" RCP INV (W) = 576.81
6553	586.48	24" RCP INV (NE) = 575.91 24" RCP INV (SW) = 576.17
6566	586.84	12" RCP INV (NE) = 584.06
6591	589.06	12" RCP INV (N) = 585.82
6594	587.75	12" RCP INV (N) = 583.78 12" RCP INV (SW) = 583.97 12" RCP INV (S) = 584.26
6598	586.10	12" RCP INV (E) = 582.65
6709	586.46	24" RCP INV (N) = 573.76 24" RCP INV (SW) = 574.20 15" RCP INV (NE) = 579.98 12" RCP INV (E) = 582.59 12" RCP INV (W) = N/A 6" PVC INV (S) = 582.72 6" PVC INV (S) = 574.86
6710	582.02	24" RCP INV (N) = 572.50 24" RCP INV (S) = 572.71
6711	578.45	24" RCP INV (N) = 564.21 24" RCP INV (S) = 570.78 12" RCP INV (E) = N/A 12" RCP INV (W) = 574.22
6713	578.10	12" RCP INV (E) = 575.27 TOP OF DEBRIS
6747	572.08	12" RCP INV (SE) = 565.08
6751	573.96	84" RCP INV (W) = 561.88 24" RCP INV (S) = N/A 12" RCP INV (NW) = 571.91 12" RCP INV (NE) = 572.06
6877	587.90	12" RCP INV (N) = 584.23
6883	586.61	12" RCP INV (W) = 582.88 12" RCP INV (S) = 582.88
6925	583.06	15" RCP INV (SW) = 580.48
6933	577.90	12" RCP INV (W) = 574.04
6991	572.32	12" RCP INV (SW) = 569.27
7307	565.44	10" RCP INV (N) = 564.44
7349	564.25	10" PVC INV (SW) = N/A
7416	564.33	10" PVC INV (NE) = N/A 84" RCP INV (E) = N/A 12" RCP INV (N) = N/A 84" RCP INV (W) = N/A
7425	566.17	12" PVC INV (N) = 565.14
7447	567.97	N/A
7741	583.15	15" RCP INV (NE) = 580.59
7751	584.32	12" RCP INV (W) = N/A
7752	584.78	12" RCP INV (E) = 583.62 12" RCP INV (W) = 583.52 15" RCP INV (SW) = 583.62 15" RCP INV (S) = 583.62
7765	590.43	12" RCP INV (W) = 589.27
7772	590.05	12" RCP INV (W) = 588.89 12" RCP INV (E) = 588.89 15" RCP INV (N) = 588.89
7853	590.26	12" RCP INV (E) = 589.09
7880	584.68	12" RCP INV (E) = 583.52
7942	599.88	N/A
8450	584.98	N/A

ABBREVIATIONS

A	VERTICAL CURVE GRADE CHANGE
A/C	AIR CONDITIONING UNIT
AG	ABOVE GRADE
AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
ADA	AMERICANS WITH DISABILITIES ACT
ADDL	ADDITIONAL
AGGR	AGGREGATE
ALNMT	ALIGNMENT
ALT	ALTERNATE
APPROX	APPROXIMATE
AR	AS REQUIRED
ARCH	ARCHITECT
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
B&B	BALLED AND BURLAPPED
B/B	BACK TO BACK
BC	TOP BACK OF CURB OR BEGINNING OF CURB
BG	BELOW GRADE
BDRY	BOUNDARY
BFS	BEGIN FULL SUPERELEVATION
BM	BENCHMARK
BNC	BEGIN NORMAL CROWN
BOA	BEGINNING OF ALIGNMENT
BP	BEGINNING POINT
BV	BALL VALVE
BVC	BEGIN VERTICAL CURVE
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
BVP	BEGIN VERTICAL PROFILE
C TO C	CENTER TO CENTER
C&G	CURB AND GUTTER
CB	CATCH BASIN
CFS	CUBIC FEET PER SECOND
CHK	CHECK
CHKV	CHECK VALVE
CI	CURB INLET
CJ	CONTROL JOINT
CLL	COLUMN LINE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
COL	COLUMN
COMB	COMBINED / COMBINATION
COORD	COORDINATE
CP	CONTROL POINT
CRN	CROWN
CS	COUNTY SURVEYOR
CTR	CONTOUR
CTRL	CONTROL
CU	CUBIC
CU YD	CUBIC YARD
D	DEPTH
DA	DRAINAGE AREA
DAT	DATUM
DEMO	DEMOLITION
DI	DROP INLET
DIA	DIAMETER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DIR	DIRECTION
DIST	DISTANCE
DW	DOMESTIC WATER
E	EASTING
EA	EACH
EC	END OF CURVE
EFS	END FULL SUPERELEVATION
EL	ELEVATION
ELEC	ELECTRIC
ELIP	ELLIPTICAL
ENGR	ENGINEER
EOA	END OF ALIGNMENT
EP	EDGE OF PAVEMENT
EP	END POINT OF ALIGNMENT OR EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
ESMT	EASEMENT LINE
EST	ESTIMATE
EVC	END VERTICAL CURVE
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EVP	END VERTICAL PROFILE
EXST	EXISTING
EXST GR	EXISTING GRADE
FF	FINISH FLOOR
FH	FIRE HYDRANT
FHWA	FEDERAL HIGHWAY ADMINISTRATION
FIN	FINISH
FIN GR	FINISH GRADE
FLL	FLOW LINE
FN	FENCE
FOC	FACE OF CURB
FP	FIRE PROTECTION

ABBREVIATIONS

FT	FOOT / FEET
FTG	FOOTING
FUT	FUTURE
G	CURB GUTTER
GAL	GALLON
GB	GRADE BREAK
GPM	GALLON PER MINUTE
GUT	CURB GUTTER
HDPE	HIGH DENSITY POLYETHYLENE
HDWL	HEADWALL
HH	HANDHOLE
HMA	HOT MIX ASPHALT
HORIZ	HORIZONTAL
HP	HIGH POINT
HVAC	HEATING, VENTILATION & AIR CONDITIONING UNIT
ID	INSIDE DIAMETER
IN	INCH / INCHES
INV	INVERT
INV EL	INVERT ELEVATION
K	VERTICAL CURVE CURVE COEFFICIENT
LP	LOW POINT
M	MATCH EXISTING
MAX	MAXIMUM
MBL	MINIMUM BUILDING LINE
MDSK	DISC MONUMENT
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MRB	REBAR
MRBC	REBAR & CAP
MPN	IRON PIN
MIP	IRON PIPE
N	NORTHING
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVE
PCCP	PORTLAND CEMENT CONCRETE PAVEMENT
PCF	PONDS PER CUBIC FOOT
PH	PHASE
PI	TANGENT - TANGENT POINT OF INTERSECTION
PIV	POST INDICATOR VALVE
PRC	POINT OF REVERSE CURVE
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENT
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
RBR	REBAR
RCP	REINFORCED CONCRETE PIPE
REQD	REQUIRED
ROW	RIGHT-OF-WAY
RVL	REVEAL
SAN	SANITARY
SB	SOIL BORE
SCD	SECTION CORNER DOSSIER
SCH	SCHEDULE
SDR	STANDARD DIMENSION RATIO
SIG	SIGNAL
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQ
SQ FT	SQ FOOT
SS	SANITARY SEWER
SSD	SUB-SURFACE DRAIN
ST	STORM SEWER
STR	STRUCTURE
SW	SIDEWALK
TBM	TEMPORARY BENCHMARK
TC	TOP BACK OF CURB
TDH	TOTAL DYNAMIC HEAD
TEL	TELEPHONE
TEMP	TEMPORARY
TO PIPE	TOP OF PIPE
TOC	TOP OF CONCRETE
TOP	TOP OF PAVEMENT
TOS	TOP OF STEP
TOW	TOP OF WALL
TRAF	TRAFFIC
TSV	TAPPING SLEEVE & VALVE
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VAR	VARIES OR VARIABLE
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
VOL	VOLUME
W/	WITH
W/O	WITHOUT
WV	WATER VALVE
WWR	WELDED WIRE REINFORCEMENT

LEGEND

EXISTING | PROPOSED

EROSION CONTROL

- BASKET INLET PROTECTION — BIP
- CURB INLET OR TURNOUT PROTECTION — CI
- AREA OF TEMPORARY SEEDING — TS
- AREA OF PERMANENT SEEDING — PS
- AREA OF SODDING — S
- GRAVEL DONUT INLET PROTECTION
- HORSESHOE ROCK DAM
- ROCK CHECK DAM
- CONCRETE WASHOUT — CW
- CONSTRUCTION ENTRANCE
- TEMPORARY STOCK PILE LOCATION
- SILT FENCE — SF
- LIMITS OF CONSTRUCTION

LEGEND

EXISTING | PROPOSED

TRANSPORTATION & TRAFFIC

- SIGNAL MANHOLE
- SIGNAL BOX
- SIGNAL STRAIN POLE
- CANTILEVER SIGNAL ARM
- SIGN
- PEDESTRIAN SIGNAL
- STOP SIGN — STOP
- TRAFFIC BARREL
- ROAD CENTERLINE
- TSC — TRAFFIC SIGNAL CONDUIT / LINE — TSC
- CURB LINE
- RAILROAD TRACKS

GENERAL SITE FEATURES

- LIGHT POLE
- UTILITY POLE
- STRAIN POLE
- GUY WIRE
- SQUARE FENCE POST
- ROUND FENCE POST
- BOLLARD
- YARD / LANDSCAPE LIGHT
- FLAG POLE
- HANDICAP PARKING SPACE
- SOIL BORE HOLE
- PARKING WHEEL STOP
- SHRUB
- CONIFEROUS TREE
- DECIDUOUS TREE
- MAILBOX
- MONITORING WELL
- HVAC — HVAC UNIT
- SATELLITE DISH
- TREE LINE
- BRUSH LINE
- FENCE LINE - BARB WIRE / WOVEN WIRE
- FENCE LINE - PICKET / PRIVACY
- FENCE LINE - CHAINLINK
- GUARDRAIL
- EDGE OF GRAVEL

TOPOGRAPHY & DRAINAGE

- 268.63 — SPOT ELEVATION — XXX.XX
- X.X% XX.X:1 — SURFACE GRADE / SLOPE WITH ARROW INDICATING DOWNGRADE — X.X% XX.X:1
- XXX — INDEX CONTOUR — XXX
- XXX — INTERMEDIATE CONTOUR — XXX
- DITCH OR SWALE FLOW LINE
- TOP OF BANK
- TOE OF SLOPE
- EDGE OF STREAM, RIVER OR POND
- FP — 100-YEAR FLOOD PLAIN EXTENTS — FP
- FW — FLOOD WAY EXTENTS — FW
- EMERGENCY ROUTING PATH
- SOIL DEFINITION LINE

PROPERTY & BOUNDARY

- SUBJECT TITLE LINE
- SUBJECT LOT LINE
- RIGHT-OF-WAY LINE
- MINIMUM BUILDING SETBACK LINE
- EASEMENT LINE
- ADJOINING TITLE LINE
- SECTION LINE OR ALIQUOT DIVISION

MONUMENTATION & CONTROL

- SECTION CORNER
- IRON PIPE FOUND
- CROSS CUT FOUND
- REBAR FOUND
- RAILROAD SPIKE FOUND
- RIGHT-OF-WAY MARKER FOUND
- INDOT TYPE "C" MONUMENT FOUND
- PROJECT BENCHMARK
- 2-INCH LONG MAG NAIL WITH WASHER STAMPED "TBIRD FIRM #0052" SET AT GRADE UNLESS OTHERWISE NOTED
- 5/8-INCH DIAMETER REBAR WITH YELLOW PLASTIC CAP STAMPED "TBIRD FIRM #0052" SET AT GRADE UNLESS OTHERWISE NOTED

GENERAL ANNOTATION

- X — KEYNOTE INDICATOR (SEE KEYNOTE INDEX FOR DESCRIPTION)
- XX — KEYNOTE INDICATOR (SEE SURVEYOR REPORT FOR DISCUSSION)
- XX / XXX — DETAIL GRID NUMBER / PROJECT SHEET NUMBER
- X / XXXX — SECTION CALLOUT NUMBER / PROJECT SHEET NUMBER
- LINE BREAK / LAND HOOK
- [XX.XX] — DIMENSION PER RECORD DOCUMENT. WHERE RECORD DIMENSION IS THE ONLY ONE SHOWN, THE RECORD DIMENSION IS THE SAME AS MEASURED.

LEGEND

EXISTING | PROPOSED

SANITARY SEWER

- MANHOLE
- CLEAN OUT
- LIFT STATION
- LATERAL
- SS — SANITARY SEWER PIPE — SS

STORM SEWER & DRAINAGE

- MANHOLE
- ROUND CATCH BASIN OR BEEHIVE
- SQUARE CATCH BASIN OR BEEHIVE
- END SECTION
- CATCH BASIN
- ST — STORM SEWER PIPE / CULVERT — ST

WATER

- MANHOLE
- METER
- VALVE
- VAULT
- LINE MARKER
- FIRE HYDRANT
- PIV — POST INDICATOR VALVE — PIV
- W — WATER MAIN / LINE — W
- WS — WATER SERVICE LINE — WS

CABLE TV / COMMUNICATION

- MANHOLE
- VAULT
- LINE MARKER
- COM — COMMUNICATION LINE — COM

ELECTRIC

- MANHOLE
- METER
- VAULT
- LINE MARKER
- TRANSFORMER
- E — ELECTRIC LINE — E

FIBER OPTIC

- MANHOLE
- VAULT
- LINE MARKER
- FO — FIBER OPTIC LINE

GAS

- MANHOLE
- METER
- VALVE
- VAULT
- LINE MARKER
- G — GAS LINE — G

TELEPHONE

- MANHOLE
- VAULT
- LINE MARKER
- T — TELEPHONE LINE — T

COMBINATION UTILITIES

- EC — ELECTRIC & CATV / COMMUNICATION — EC
- ET — ELECTRIC & TELEPHONE — ET
- ETC — ELECTRIC, TELEPHONE & CATV — ETC
- GECP — GAS, ELECTRIC, CATV & TELPHONE — GECP
- TC — TELEPHONE & CATV — TC
- OHU — UNKNOWN OVERHEAD UTILITIES
- CS — COMBINED SANITARY & STORM SEWER

NOTE:
LINETYPES WITH AN EMBEDDED ASTERISK (*) INDICATE INFORMATION IS TAKEN FROM REFERENCED SOURCES AND HAS NOT BEEN COLLECTED OR VERIFIED BY TBIRD DESIGN SERVICES CORP.

CONTROL POINTS

POINT #	NORTHING	EASTING	ELEV	DESCRIPTION
105	1882051.20	3007020.63	586.18	1/2" REBAR W/TBIRD TRAV PT CAP
106	1882284.71	3006976.67	572.14	1/2" REBAR W/TBIRD TRAV PT CAP
107	1882439.39	3006964.16	565.45	1/2" REBAR W/TBIRD TRAV PT CAP
108	1882450.68	3007077.61	569.30	MAG NAIL W/TBIRD TRAV PT WASHER
109	1882313.51	3007179.93	583.05	1/2" REBAR W/TBIRD TRAV PT CAP
110	1882261.83	3007253.80	588.72	MAG NAIL W/TBIRD TRAV PT WASHER
111	1882096.16	3007213.27	601.46	1/2" REBAR W/TBIRD TRAV PT CAP
112	1882113.04	3007322.93	605.77	1/2" REBAR W/TBIRD TRAV PT CAP
113	1882568.43	3007248.00	573.10	MAG NAIL W/TBIRD TRAV PT WASHER
114	1882532.21	3007476.91	589.31	1/2" REBAR W/TBIRD TRAV PT CAP
197	1882359.80	3007262.11	583.33	RR SPIKE SOUTH UTILITY POLE
198	1882605.92	3007516.82	585.58	BOAT SPIKE WEST UTILITY POLE
199	1882198.15	3006968.99	579.49	CUT "X" NORTH BOLT HYDRANT

TBIRD
Design Services Corporation
Engineering • Surveying
Environmental • Construction Management
105 North 10TH STREET • LAFAYETTE, INDIANA
phone: (765) 742-1305 • fax: (765) 742-1905
www.tbirddesigncorp.com

CERTIFIED BY:
PATRICK E. WILLIAMS
REGISTERED
NO. 20800122
STATE OF INDIANA
LAND SURVEYOR

CITY OF LAFAYETTE
SOUTH 8TH STREET REDEVELOPMENT

MARK	DATE	DESCRIPTION

PROJECT NO: 17075
FILE: 17075-SURVEY TOPO.DWG
DRAWN BY: MBH
CHECKED BY: PEW
LOCATION:
PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
TOPOGRAPHIC SURVEY
LEGEND ABBREVIATIONS & TABLES

V002
2 OF 4

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY TOPO.dwg USER: MATT HALLAS DATE: Monday, April 6, 2020 5:17:57 PM

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TITLE:
TOPOGRAPHIC SURVEY

V003
3 OF 4

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY TOPO.dwg - USER: MATT HALLAS - DATE: Monday, April 6, 2020 5:18:06 PM

FILE: P:\2017\17075 South 8th Street Redevelopment\DRAWINGS\SURVEY\17075-SURVEY TOPO.dwg USER: MATT HALLAS DATE: Monday, April 6, 2020 5:18:15 PM

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PROJECT NO:	17075
FILE:	17075-SURVEY TOPO.DWG
DRAWN BY:	MBH
CHECKED BY:	PEW

LOCATION:
PART OF THE NORTHEAST QUARTER, SECTIONS 29, TOWNSHIP 23 NORTH, RANGE 4 WEST, CITY OF LAFAYETTE, FAIRFIELD TOWNSHIP, TIPPECANOE COUNTY, INDIANA

TITLE:
TOPOGRAPHIC SURVEY

V004
4 OF 4

ALLOWANCE OF VOUCHERS

I HEREBY CERTIFY THAT EACH OF THE ABOVE LISTED VOUCHERS AND THE INVOICES, OR BILLS ATTACHED THERETO, ARE TRUE AND CORRECT AND I HAVE AUDITED SAME IN ACCORDANCE WITH IC 5-11-10-1.6.

_____, 20 _____. _____

Fiscal Officer

WE HAVE EXAMINED THE VOUCHERS LISTED ON THE FOREGOING ACCOUNTS PAYABLE VOUCHER REGISTER, CONSISTING OF 3 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $360,785.39 DATED THIS DAY OF APRIL 23, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices to be Approved 4/23/2020

Invoices			
Chase Bank	$ 360,785.39		
Total Invoices		$ 360,785.39	
Grand Total			$ 360,785.39

Board List by Voucher

Board: RD042320 4/23/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7475	T BIRD DESIGN SERVICES CORPORATION	8582	INV	4/23/2020	5,105.00	SOUTH 8TH STREET DEVELOPMENT
7475	T BIRD DESIGN SERVICES CORPORATION	8583	INV	4/23/2020	556.25	STREETSCAPE 2019
15972	BAKER TILLY VIRCHOW KRAUSE LLP	BTMA4759	INV	4/23/2020	35,686.33	PROF SERVICES-CASH FLOW ESTIMATES
9160	BUTLER, FAIRMAN & SEUFERT INC	88708	INV	4/23/2020	2,224.74	PROF SVCS-4TH ST PAVEMENT MARKING/SIGNAGE PLAN
14549	CORE PLANNING STRATEGIES LLC	2019-023-04	INV	4/23/2020	10,868.88	POLICE STATION RFP
7704	CHOSNEK LAW, P.C.	15544	INV	4/23/2020	1,245.50	LEGAL SERVICES TIF-MAR 2020
8874	LAFAYETTE-WEST LAFAYETTE DEVELOPMENT CORPORATION	52987	INV	4/23/2020	2,715.00	DEPOT SECURITY-MAR 2020
12781	IRONSMITH INC	21188	INV	4/23/2020	11,691.00	TREE GRATE FRAMES-STREETSCAPE PROJECTS
8038	HANNUM, WAGLE & CLINE ENGINEERING	2017-258-S-0000014	INV	4/23/2020	16,276.30	MAIN ST STREETSCAPE PHASE 3&4
15748	MICHAEL C LADY ADVISORS INC	118-2020-0373	INV	4/23/2020	2,200.00	APPRAISAL SVCS-8TH ST PROJECT
6837	AMERICAN STRUCTUREPOINT INC	125142	INV	4/23/2020	29,108.78	LOEB STADIUM ENGINEERING
6837	AMERICAN STRUCTUREPOINT INC	125776	INV	4/23/2020	16,706.45	PARK EAST BLVD DESIGN
7475	T BIRD DESIGN SERVICES CORPORATION	8585	INV	4/23/2020	5,801.11	ENGINEERING-MCCARTY LANE CENTRAL MAINTENANCE SITE
7475	T BIRD DESIGN SERVICES CORPORATION	8634	INV	4/23/2020	6,070.50	ENGINEERING-MCCARTY LANE CENTRAL MAINTENANCE SITE
15145	GREGORY S NAPIER	1097	INV	4/23/2020	1,105.00	LOEB STADIUM-UTILITY COORDINATION
15145	GREGORY S NAPIER	1096	INV	4/23/2020	5,440.00	PROF SERV MCCARTY LANE PRJ
7475	T BIRD DESIGN SERVICES CORPORATION	8633	INV	4/23/2020	14,727.50	SOUTH 8TH STREET DEVELOPMENT

Board List by Voucher

Board: RD042320 4/23/2020

Cash Account / Bank: 101001 - Cash - Chase Operating 1201

1530	JOURNAL & COURIER	0003276751	INV	4/23/2020	92.36	LEGAL NOTICE-CMC RFP POLICE STATION
6837	AMERICAN STRUCTUREPOINT INC	126369	INV	4/23/2020	20,501.82	3RD & 4TH ST FEASIBILITY STUDY
11223	BOSE MCKINNEY & EVANS LLP	767906	INV	4/23/2020	3,392.50	LOEB STADIUM LEASE NEGOTIATIONS
16634	HUGHES ENVIRONMENTAL INC	12170	INV	4/23/2020	5,589.00	LAFAYETTE THEATER HVAC CLEANING APR INSTALLMENT
16453	NICK PEREZ	04032020	INV	4/23/2020	807.81	LAF THEATER EQUIP LESS O/S BILLS & MISSING EQUIP
9160	BUTLER, FAIRMAN & SEUFERT INC	88540	INV	4/23/2020	1,052.35	TWYCKENHAM BLVD BETWEEN POLAND HILL & S 9TH
9160	BUTLER, FAIRMAN & SEUFERT INC	88548	INV	4/23/2020	11,375.30	TWYCK BLVD BETWEEN POLAND HILL & S 9TH-CONS MGMT
7475	T BIRD DESIGN SERVICES CORPORATION	8603	INV	4/23/2020	5,766.25	DISMAL CREEK DRAIN CROSSING INVESTIGATION
16540	BEAM, LONGEST AND NEFF LLC	63097	INV	4/23/2020	2,619.26	CONCORD ROAD IMPROVEMENT STUDY-COUNTY
5799	JOHN W DARNELL INC	53971	INV	4/23/2020	5,072.08	LAFAYETTE THEATER ROOF REPAIRS
16496	HERITAGE HOMES AND RESTORATIONS	2001-2412-5705	INV	4/23/2020	29,750.00	LAFAYETTE THEATER PAINTING
8685	BRENNECO FIRE PROTECTION INC	28771	INV	4/23/2020	432.57	LAFAYETTE THEATER-REPLACE FLOW SWITCH
1582	RIETH-RILEY CONSTRUCTION CO INC	3401009-3	INV	4/23/2020	65,121.10	BECK LANE CONCRETE PROJECT-RETAINAGE
7475	T BIRD DESIGN SERVICES CORPORATION	8430	INV	4/23/2020	4,621.25	STREETSCAPE 2019
11223	BOSE MCKINNEY & EVANS LLP	764983	INV	4/23/2020	8,615.00	LOEB STADIUM LEASE NEGOTIATIONS
2145	MILESTONE CONTRACTORS LP	192078-RT	INV	4/23/2020	28,448.40	2019 DOVER ESTATES PATCHING
			Board Total		**360,785.39**	

BOARD: RD042320 04/23/2020

FUND	ACCOUNT		AMOUNT	AVLB BUDGET
4710	4710-00-000-0000-00000-000000-126100-	Intergovernmental Rec - IND	13,365.16	
4710	4710-00-000-0000-00000-000000-202003-	Accounts Pay - TippCo Mc TI	7,704.50	
4710	4710-00-000-0000-00000-000000-270000-	Suspense Account	3,341.29	
4710	4710-06-000-0000-00000-000000-431010-	Prof. Services - Legal	70.67	-583.01
4710	4710-06-000-0000-00000-000000-431070-	Prof. Services - Consulting	8,921.58	-8,921.58
4710	4710-06-000-0000-00000-000000-431080-	Prof. Services - Contract S	681.01	-681.01
4710	4710-06-000-0000-00000-000000-444160-	Capital Asset Purchase	11,871.61	-165,485.36
		FUND TOTAL	45,955.82	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-	BALANCE 2,264,635.83			
4720	4720-06-000-0000-00000-000000-431010-	Prof. Services - Legal	1,104.17	-6,439.51
4720	4720-06-000-0000-00000-000000-431070-	Prof. Services - Consulting	63,421.37	-114,446.54
4720	4720-06-000-0000-00000-000000-431080-	Prof. Services - Contract S	2,224.74	-7,044.74
4720	4720-06-000-0000-00000-000000-439180-	Administration	92.36	-2,166.36
4720	4720-06-000-0000-00000-000000-439420-	Economic Development	97,343.76	-371,542.83
4720	4720-06-000-0000-00000-000000-444160-	Capital Asset Purchase	35,653.78	-243,590.96
		FUND TOTAL	199,840.18	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-	BALANCE 2,264,635.83			
4730	4730-00-000-0000-00000-000000-126100-	Intergovernmental Rec - IND	9,942.12	
4730	4730-06-000-0000-00000-000000-431010-	Prof. Services - Legal	70.66	-582.98
4730	4730-06-000-0000-00000-000000-431070-	Prof. Services - Consulting	8,921.58	-8,921.58
4730	4730-06-000-0000-00000-000000-439420-	Economic Development	28,448.40	-284,484.04
4730	4730-06-000-0000-00000-000000-440440-	Capital Asset Expense	65,121.10	-65,121.10
4730	4730-06-000-0000-00000-000000-444160-	Capital Asset Purchase	2,485.53	-356,545.47
		FUND TOTAL	114,989.39	
CASH ACCOUNT TREC-00-000-0000-00000-000000-101001-	BALANCE 2,264,635.83			
		BOARD SUMMARY TOTAL	360,785.39	
		GRAND TOTAL	360,785.39	

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