CITY OF LAFAYETTE

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

Meeting: May 5, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. April 28, 2020

Documents:

04282020.pdf

BIDS UNDER ADVISEMENT

a. Columbian Park Carousel Project
b. Columbian Park Lagoon Dredging Improvements
c. Memorial Island Phase 3 (Columbian Park)

NEW BUSINESS

Engineering

a. Recommendation For Award-Public Works Campus, Phase 1

Documents:

Recommendation for Award.pdf

b. Contract-Public Works Campus, Phase 1

Documents:

Contract - Public Works Campus Ph 1.pdf

c. Notice To Proceed-Public Works Campus, Phase 1

Documents:

Notice to Proceed - Public Works Campus Ph 1.pdf

d. Change Order #1-Twyckenham Boulevard Construction

Documents:

Change Order 1-Twyckenham Blvd.pdf

Lafayette Renew

a. Supplemental Agreement #2-Pearl River Sewer Relocation Project Easements

Documents:

Supplemental Agreement 2.pdf

b. Agreement With Christopher Burke Engineering-Vinton Woods Drainage Project

Documents:

Contract with Christopher Burke-Vinton Woods Drainage Project.pdf

Purchasing

a. Declaration Of Surplus Property-Fire Department

Documents:

Surplus Property-LFD.pdf

CLAIMS

a. Claims 05 05 2020

Documents:

Claims 05052020.pdf

MISCELLANEOUS

a. Special Event Request-OUTFest

Documents:

OUTFest.pdf

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

BOARD OF PUBLIC WORKS AND SAFETY
MINUTES
April 28, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, April 28, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Cindy Murray and Ron Shriner. Absent: Norm Childress and Amy Moulton

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

President Henriott called the meeting to order.

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

MINUTES

Mrs. Murray moved for approval of the minutes from the April 21, 2020 regular meeting. Mr. Shriner seconded. Passed.

BIDS UNDER ADVISEMENT

Columbian Park Carousel Project

President Henriott stated that this item will remain under advisement.

Columbian Park Lagoon Dredging Improvements

President Henriott stated that this item will remain under advisement.

Public Works Campus, Phase 1

President Henriott stated that this item will remain under advisement.

Memorial Island Phase 3 (Columbian Park)

President Henriott stated that this item will remain under advisement.

OLD BUSINESS

Contract with Butler, Fairman & Seufert for S. 9th Street Reconstruction from Brick N Wood Drive to Veterans Memorial Pkwy Project (Tabled 4/21/2020)

Mr. Shriner moved to remove this from the table. Mrs. Murray seconded. Removed. Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Contract with Butler, Fairman & Seufert for the S. 9th Street Reconstruction from Brick N Wood to Veterans Memorial Parkway Project. Mr. Grenard stated the project will add capacity, improve the pavement conditions, and add pedestrian connectivity in this part of the City. The contract amount for this project is $726,580.00. This is a Federal Aid Project and thus it will be paid for with 80 % Federal Funds in the amount of $581,264.00 and 20% local funds in the amount of $145,316.00. Discussion ensued. Mrs. Murray moved for approval. Mr. Shriner seconded. Passed.

NEW BUSINESS

Lafayette Renew

Recommendation for Award- Pearl River Sewer Relocation Project

Brad Talley, Lafayette Renew Superintendent, presented to the Board and recommended approval of a Recommendation for Award for the Pearl River Sewer Relocation Project with Bowen Engineering in the amount of $3,523,976.00. Mr. Talley stated that the other base bid received was from Atlas Excavating in the amount of $4,376,915.00. Mr. Talley stated that only the base bid from Bowen Engineering will be accepted. Bid Alternates #1-3 will not be accepted. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $5,182,063.37. President Henriott asked if there were any further questions and there were none. Mrs. Murray moved for approval. Mr. Shriner seconded. Passed.

Time: 9:11 a.m.

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

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

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

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Lafayette	Owner's Contract No.:	
Engineer:	TBIRD Design Services	Engineer's Project No.:	17001
Project:	Public Works Campus – Phase One	Contract Name:	Public Works Campus – Phase One
Bidder:	Alderson Commercial Group		
Bidder's Address:	425 W South St Indianapolis, IN 46225		

TO BIDDER:

You are notified that Owner has accepted your Bid dated [April 14, 2020] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Lump Sum Base Bid, Alternates 1, 6, 8, and 9, and the Unit Price Bid Items .

The Contract Price of the awarded Contract is: $ 1,470,834.00 *[subject to unit prices]*

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Lafayette, Indiana

Authorized Signature

By:

Title:

Copy: Engineer

TBIRD
Design Services Corporation

Engineering • Surveying • Environmental • Construction Management

Thursday, April 30, 2020

Mr. Jeromy Grenard, PE, PTOE.
Director of Public Works
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Re.: Recommendation to Award Agreement Between Owner and Contractor
City of Lafayette – Public Works Campus – Phase One

Mr. Grenard,

We have reviewed the bids for the above-mentioned project. Alderson Commercial Group is the apparent low bidder. All required forms and documentation appear to have been provided and submitted with the Alderson Commercial Group bid, as prescribed in the instructions to bidders. The bid summary is provided below as follows:

Alderson Commercial Group Bid Summary	
Lump Sum Items	
Lump Sum Base Bid	$1,253,710.00
Alternate 1	$ 3,400.00
Alternate 2	$ 4,800.00
Alternate 3	$ 28,000.00
Alternate 4	$ 145,000.00
Alternate 5	$ 34,500.00
Alternate 6	$ 76,750.00
Alternate 7	$ 56,364.00
Alternate 8	$ (19,928.00)
Alternate 9	$ (27,862.00)
Unit Price Items	
Total of All Unit Price Bid Items	$ 184,764.00

Based upon conversations with the City we understand that the Lump Sum Base Bid, Alternates 1, 6, 8, and 9, and the Unit Price Bid Items will be accepted. TBIRD recommends awarding the project to Alderson Commercial Group in the amount of $1,470,834.00.

Sincerely

Justin R Frazier

Justin Frazier

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Lafayette ("Owner") and Alderson Commercial Group ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Phase One of the City of Lafayette Public Works Campus, consists of the construction of a Salt Storage Building (approx. 8,400 sf) and brine production equipment, a new entrance drive, asphalt and concrete pavement areas, earthwork activities (including a bioretention area), storm sewer, watermain extension, site fencing, electrical infrastructure, and site landscaping.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by TBIRD Design Services Corporation (TBIRD).

3.02 The Owner has retained TBIRD ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before November 4, 2020, completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 3, 2020. Substantial Completion will include completion of the pre-engineered fabric structure, storm sewer (if alternate selected), watermain (if alternate selected), electrical, and placement of all concrete & asphalt material (including surface), and all temporary erosion control measures.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

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and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid (work to include Base Bid as well as the following Alternates: 1, 6, 8, and 9), attached hereto as an exhibit (the extended prices for the Unit Price Work portions of the contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

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previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of *N/A* percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

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of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages 1 to 8, inclusive).
6. Contracting with Iran Form
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of the Drawings listed on the attached sheet index.
9. Addenda (numbers 1 to 2, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 6, to be included once projected is awarded)
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

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B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
_____	_____
By: _____	By: _____
Title: _____	Title: _____
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	City of Lafayette	Owner's Contract No.:	
Contractor:	Alderson Commercial Group	Contractor's Project No.:	
Engineer:	TBIRD Design Services	Engineer's Project No.:	17001
Project:	Public Works Campus – Phase One	Contract Name:	Public Works Campus – Phase One
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [May 11, 2020]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is November 4, 2020, and the date of readiness for final payment is December 3, 2020].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Owner: City of Lafayette, Indiana

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -37906	Letting Date:12/11/2019	
District:CRAWFORDSVILLE DISTRICT	AE:Seef, Erik	PE/S:Del Real, Ramon	Status:Pending

Change Order Information	Change Order No.: 001	EWA: Y or Force Acct: N
Date Generated: 04/13/2020	Date Approved: 00/00/0000	
Reason Code: ERRORS & OMISSIONS, Item Related		
Description: Pipe to Pipe Connection Item		
Original Contract Amount	$ 3,485,807.40	
Current Change Order Amount	$ 3,011.58	Percent: 0.086 %
Total Previous Approved Changes	$ 0.00	Percent: 0.000 %
Total Change To-Date	$ 3,011.58	Percent: 0.086 %
Modified Contract Amount	$ 3,488,818.98	

Time Extension Information

Date Initiated 00/00/0000	Date Completed 00/00/0000
Original Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SP Date 00/00/0000 or SP Days (SS = Standard Specification, SP = Special Provision)
Time Element Description:	
Current Time Extension	SS Days 0 SP Days 0 SP Days Value $ 0.00
Previous Time Approved	SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____ SS Days_____ SP Days Value $ _____
Revised Contract Time	SS Completion Date 00/00/0000 or SS Calendar/Work Days 0 SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -37906
Project: 1401285 - State:140128500LC1
Change Order Nbr: 001
Change Order Description: Pipe to Pipe Connection Item
Reason Code: ERRORS & OMISSIONS, Item Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0129	1401285	0129	715-04482	EACH	231.660	13.000	C	Amount:$	3,011.58

Item Description: PIPE CONNECTION COLLAR AND PAD
Supplemental Description1: Connect new pipe to existing pipe
Supplemental Description2:

Total Value for Change Order 001 = $ 3,011.58

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

The contract documents did not address how the connections of new storm pipe to existing storm system would be paid. This item is for the purpose of paying for such connections. The PM was notified on 4/01/2020. The unit price was compared per INDOT Memo 17-16 utilizing Unit Price Summary in SMs Reports page, the comparison did not return many cost comparisons (only 8ea.). The unit price submitted has been reviewed, an ajdustment was made and the cost of $231.66 per connection seems reasonable. This change results in zero days added to the contract. The extra work was requested by the contractor and is justified.

Change Order Explanation for Specific Line Item

****

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone Contractors Signed By: Kimi Stmnk

Date: 4/20/2020

****

NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

APPROVED FOR LOCAL PUBLIC AGENCY

Tony Rounds	MAYOR	4-29-2020
(SIGNATURE)	(TITLE)	(DATE)
Jeremy J. Grenard	City Engineer	4/29/2020
(SIGNATURE)	(TITLE)	(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Del Real, Ramon	00/00/0000	Action Pending

Milestone

April 8, 2020

Mr. Ramon Del Real, CPESC
Project Manager
Butler, Fairman & Seufert, Inc.
11 South 3rd St., Suite 200
Lafayette, IN 47901

SUBJECT: R-37906-A on Twyckenham Boulevard

RE: **Change Order Proposal – Revision 1**

Dear Mr. Del Real:

Pursuant to INDOT's request, Milestone Contractors, L.P. is pleased to offer our unit price for a new items of work. Please see the attached Extra Work Pricing Summary sheet.

Pipe to Pipe Connection, Concrete 13 EA x $ 231.66/EA = $ 3,011.58

Please feel free to contact me with any questions that you may have.

Respectfully,
Milestone Contractors, L.P.

Kenneth M. Walker

Kenneth M. Walker
Senior Estimator

Cc: Joe Ratcliff, Ron Nagle, Job File 202009

Milestone Contractors, L.P.
Extra Work Pricing Summary

Project No: **R-37906-A on Twyckenham Blvd.**

Date Requested: **March 25, 2020** Date Submitted: **April 8, 2020**

Description of Work: **Pipe to Pipe Connection, Concrete**

Pour a concrete collar in the connection/abutting of the old pipe to the new if a proper connection cannot be made with the new pipe

Reason for Extra Work: INDOT requested

Has Work Already Been Completed? No **When:**

MCPC Project No. 202009 Cost Activity Code:

All calculations and markups represent the application of INDOT Standard Specification 109.05 Extra Work and Force Account Work

Item: **Pipe to Pipe Connection, Concrete** Quantity: **13.0** Units **EA**

Labor (19.5 MH):	Cost =	$	1,131.30	Markup	20%	$	226.26	Total	$	1,357.56
Equipment:	Cost =	$	757.77	Markup	12%	$	90.93	Total	$	848.70
Materials:	Cost =	$	700.00	Markup	12%	$	84.00	Total	$	784.00
Subcontract:	Cost =	$	-	Markup	10%	$	-			
				Markup	7%	$	-	Total	$	-
Trucking:	Cost =	$	-	Markup	12%	$	-	Total	$	-
		$	2,589.07			$	401.19		$	2,990.26
Insurance & Bond	Cost =	$	19.42	Markup	10%	$	1.94	Total	$	21.36
Total									**$**	**3,011.62**
Unit Price									**$**	**231.66**

Additional Work Days Requested =

CITY OF
LAFAYETTE

April 30, 2020

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

Dear Board Members:

You have before you a Supplemental Agreement No. 2 with Butler, Fairman and Seufert, Inc. regarding the Pearl River Sewer Relocation Project Easements. This Supplemental Agreement includes costs for right-of-way services, right-of-way engineering efforts, and the utility coordination during construction necessary to complete the project.

Butler, Fairman and Seufert, Inc. will perform this work for a not-to-exceed compensation of $52,880, bringing the total amount to $706,852. This agreement was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY

1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

SUPPLEMENTAL AGREEMENT NO. 2

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of _____, 2020, by and between **CITY OF LAFAYETTE, INDIANA** hereinafter referred to as the "**OWNER**", and **BUTLER, FAIRMAN and SEUFERT, INC.**, hereinafter referred to as the "**ENGINEER.**"

WITNESSETH

WHEREAS, on June 25th, 2019, the **OWNER** entered into an Agreement with the **ENGINEER** for services required for development of Contract Plans for the construction of **PEARL RIVER SEWER RELOCATION PROJECT.** BF&S Project No. 639700.000.

WHEREAS, it has been determined by the **OWNER** and **ENGINEER** that modifications to the Original Agreement and Supplemental Agreement No. 1 are necessary to meet the desired goals of the **OWNER** and the **ENGINEER.**

NOW, THEREFORE, the parties agree that the Original Agreement be modified by this Supplemental Agreement No. 2; therefore, the compensation for these services shall increase the total not-to-exceed compensation by $52,880.00 from $653,972.00 to an amount not-to-exceed $706,852.00. Supplemental Agreement No. 2 includes costs for right-of-way services, right-of-way engineering efforts, and the utility coordination during construction necessary to complete the project. All other aspects of the original contract remain in effect. A summary table of said services is attached hereto and made part hereof.

A. The following is **DELETED** from Section A.2 of Appendix D, **COMPENSATION:**

Easement Acquisition	($14,105.00)

B. The following is **DELETED** from Section A.2 of Appendix D, **COMPENSATION:**

Right-of-Way Engineering – Easement Descriptions, Parcel Staking, Appraisal Problem Analysis (1 parcels @ ($2,015.00 Each))	($2,015.00)

C. The following is **ADDED** under Fee Schedule Summary from Section A.2. of Appendix D, **COMPENSATION:**

Right-of-Way Services Management, Appraising, Buying, and Related Expenses (5 Parcels @ ($13,000 Each))	$65,000.00

D. The following is **ADDED** under Fee Schedule Summary from Section A.4. of Appendix D, **COMPENSATION:**

Utility Coordination – Construction Phase	$4,000.00

E. The total net change to contract price is $52,880.00.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2.

6397 PEARL RIVER SEWER RELOCATION PROJECT, SUPPLEMENTAL AGREEMENT NO. 2

ENGINEER:

BUTLER, FAIRMAN and SEUFERT, INC.

Christopher Wheatley, P.E.
Vice President

OWNER

CITY OF LAFAYETTE, INDIANA
by and through its Board of Works

Gary Henriott, President

Cindy Murray, Member

Norm Childress, Member

Ron Shriner, Member

Amy Moulton, Member

Attest: Mindy Miller – 1st Deputy Clerk

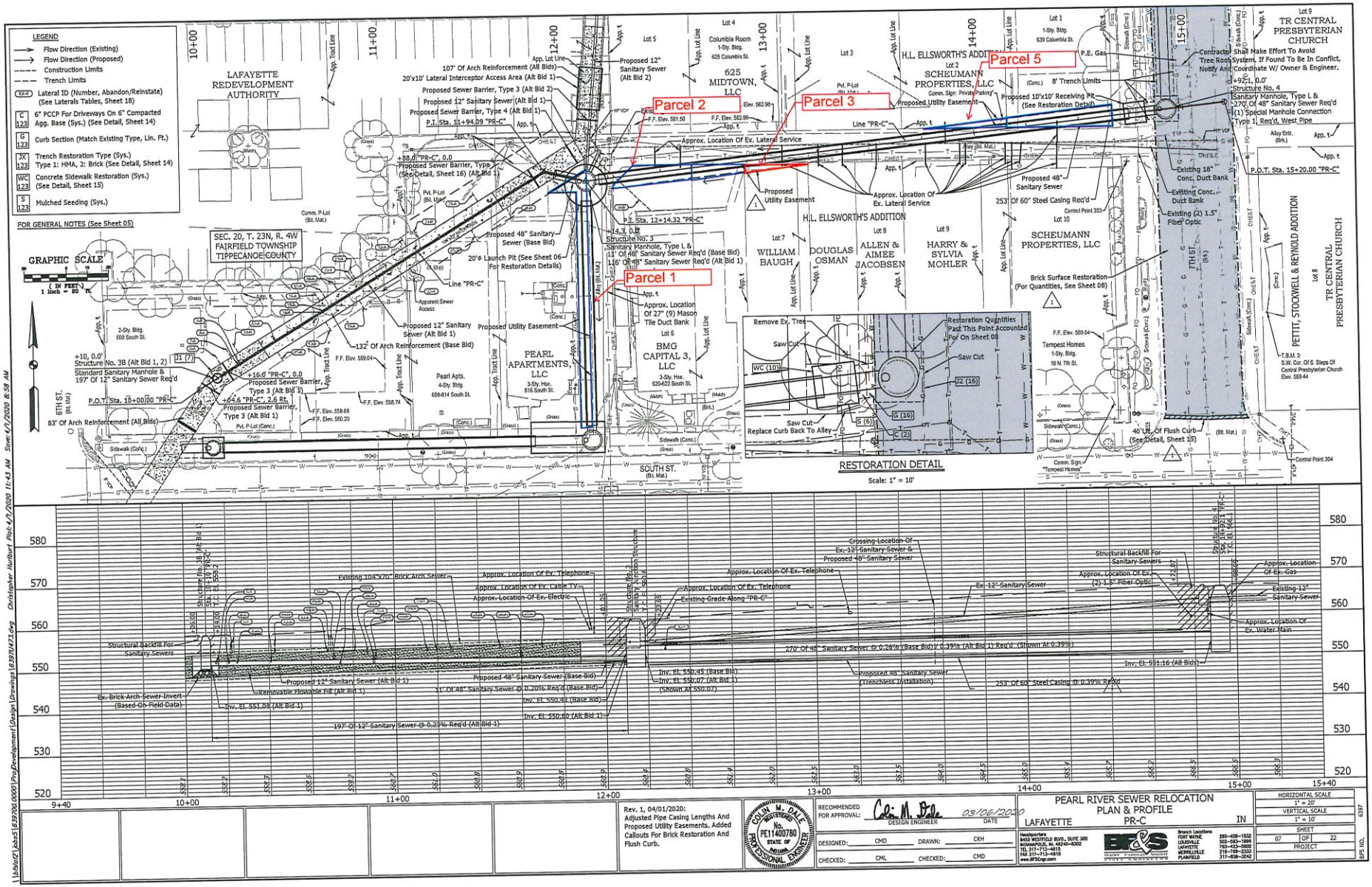
PEARL RIVER SEWER RELOCATION PROJECT				
SUPPLEMENTED FEE SCHEDULE				
Scope of Work	**Original**	**Supplemental No. 1**	**Supplemental No. 2**	**Total**
Administration	$ 7,800.00			$ 7,800.00
Topographic Survey	$ 26,790.00			$ 26,790.00
Easement Acquisition	$ 14,105.00		$ (14,105.00)	$ -
**ROW Engineering		$ 12,090.00	$ (2,015.00)	$ 10,075.00
ROW Services			$ 65,000.00	$ 65,000.00
Utility Coordination	$ 7,300.00			$ 7,300.00
Utility Coordination (Construction Phase)			$ 4,000.00	$ 4,000.00
Permitting	$ 12,000.00			$ 12,000.00
Preliminary Design	$ 66,000.00			$ 66,000.00
Public Meeting	$ 3,000.00			$ 3,000.00
Final Design	$ 88,000.00			$ 88,000.00
Contract Documents	$ 18,900.00			$ 18,900.00
Bidding Assistance	$ 7,700.00			$ 7,700.00
Construction Observation	$ 40,000.00			$ 40,000.00
Potholing Efforts (Subconsultant)		$ 29,250.00		$ 29,250.00
Sewer Televising (Subconsultant)		$ 15,300.00		$ 15,300.00
SUE Coordination and Survey (Hourly, Not-To-Exceed)		$ 6,300.00		$ 6,300.00
Construction Inspection (Hourly, Not-To-Exceed)		$ 299,437.00		$ 299,437.00
TOTALS:	**$ 291,595.00**	**$ 362,377.00**	**$ 52,880.00**	**$ 706,852.00**

**ROW Engineering Fees Initially Determined for 6 Parcels, Supplemental 2 Adjusts Total to 5 Parcels

Pearl River Sewer Relocation

Parcels Requiring Easements

Parcel No.	Parcel Owner	Reason for Easement
1	Pearl River Apartments, LLC	New Sewer
2	BMG Capital 3, LLC	New Sewer
3	William Baugh	New Sewer
4	Not Used	
5	Scheumann Properties, LLC	New Pipe
6	Not Used	
7	Wabash Valley Hospital Mental Health Center, Inc.	New Pipe



Rev. 1, 04/01/2020:
Adjusted Pipe Casing Lengths And Proposed Utility Easements. Added Callouts For Brick Restoration And Flush Curb.

COLIN M. DALE
REGISTERED
No. PE11400780
STATE OF INDIANA
PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL: Colin M. Dale 03/06/2020
DESIGN ENGINEER DATE

DESIGNED: CMD DRAWN: CKH
CHECKED: CML CHECKED: CMD

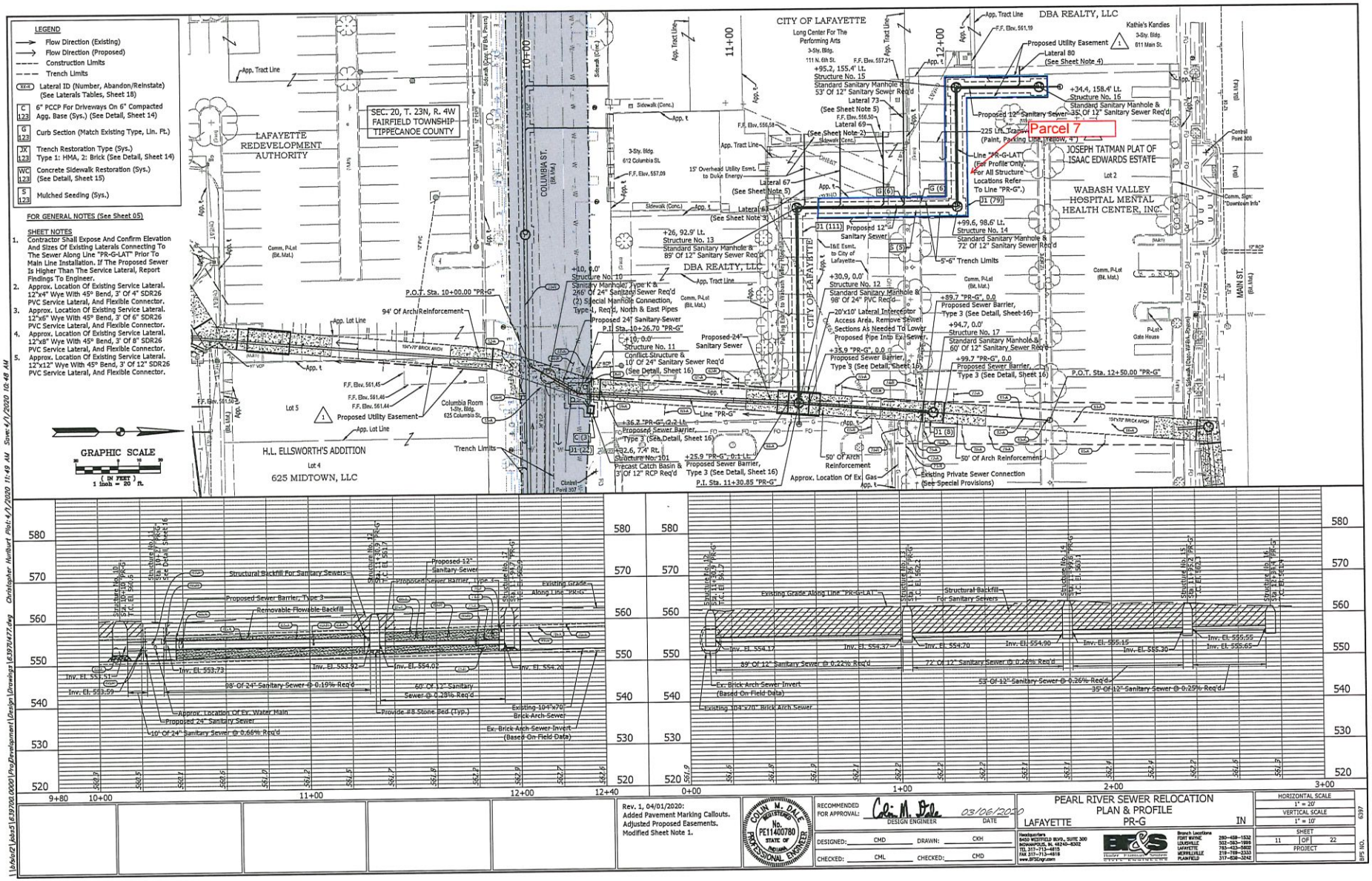
PEARL RIVER SEWER RELOCATION
PLAN & PROFILE
LAFAYETTE PR-C IN

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 10'
SHEET 07 OF 22
PROJECT
BFS NO. 697

Headquarters
8450 WESTFIELD BLVD., SUITE 300
INDIANAPOLIS, IN. 46240-6302
TEL 317-713-4615
FAX 317-713-4616
www.BFSCorp.com

Branch Locations
FORT WAYNE 260-459-1532
LOUISVILLE 502-583-1898
LAFAYETTE 765-412-5602
MERRILLVILLE 219-769-2332
PLAINFIELD 317-838-3242

I:\bfs02\jobs\16397.0000\ProjDevelopment\Design\Drawings\639701R1.dwg Christopher Hurlburt Plot: 4/1/2020 11:43 AM Save: 4/1/2020 8:58 AM


LEGEND
Flow Direction (Existing)
Flow Direction (Proposed)
Construction Limits
Trench Limits
Lateral ID (Number, Abandon/Reinstate) (See Laterals Tables, Sheet 18)
6" PCCP For Driveways On 6" Compacted Agg. Base (Sys.) (See Detail, Sheet 14)
Curb Section (Match Existing Type, Lin. Ft.)
Trench Restoration Type (Sys.) Type 1: HMA, 2: Brick (See Detail, Sheet 14)
Concrete Sidewalk Restoration (Sys.) (See Detail, Sheet 15)
Mulched Seeding (Sys.)
FOR GENERAL NOTES (See Sheet 05)
SHEET NOTES
1. Contractor Shall Expose And Confirm Elevation And Sizes Of Existing Laterals Connecting To The Sewer Along Line "PR-G-LAT" Prior To Main Line Installation. If The Proposed Sewer Is Higher Than The Service Lateral, Report Findings To Engineer.
2. Approx. Location Of Existing Service Lateral. 12"x4" Wye With 45° Bend, 3' Of 4" SDR26 PVC Service Lateral, And Flexible Connector.
3. Approx. Location Of Existing Service Lateral. 12"x6" Wye With 45° Bend, 3' Of 6" SDR26 PVC Service Lateral, And Flexible Connector.
4. Approx. Location Of Existing Service Lateral. 12"x8" Wye With 45° Bend, 3' Of 8" SDR26 PVC Service Lateral, And Flexible Connector.
5. Approx. Location Of Existing Service Lateral. 12"x12" Wye With 45° Bend, 3' Of 12" SDR26 PVC Service Lateral, And Flexible Connector.
GRAPHIC SCALE
1 Inch = 50 ft.
SEC. 20, T. 23N, R. 4W
FAIRFIELD TOWNSHIP
TIPPECANOE COUNTY
LAFAYETTE REDEVELOPMENT AUTHORITY
COLUMBIA ST. (Bk.1&4)
CITY OF LAFAYETTE
Long Center For The Performing Arts
3-Sty. Bldg.
111 N. 6th St.
DBA REALTY, LLC
Kathie's Kandies
3-Sty. Bldg.
611 Main St.
Proposed Utility Easement
Lateral 80
(See Sheet Note 4)
Parcel 7
JOSEPH TATMAN PLAT OF ISAAC EDWARDS ESTATE
Lot 2
WABASH VALLEY HOSPITAL MENTAL HEALTH CENTER, INC.
MAIN ST. (Bk.1&4)
612 Columbia St.
15' Overhead Utility Esmt. to Duke Energy
625 Columbia St.
Columbia Room
1-Sty. Bldg.
Gate House
H.L. ELLSWORTH'S ADDITION
Lot 4
625 MIDTOWN, LLC
Lot 5
Trench Limits
94' Of Arch Reinforcement
50' Of Arch Reinforcement
Existing Private Sewer Connection (See Special Provisions)
Approx. Location Of Ex. Gas
Proposed 24" Sanitary Sewer
Proposed 12" Sanitary Sewer
Proposed Sewer Barrier, Type 3
Structural Backfill For Sanitary Sewers
Removable Flowable Backfill
Existing Grade Along Line "PR-G"
Existing Grade Along Line "PR-G-LAT"
Ex. Brick Arch Sewer Invert (Based On Field Data)
Existing 104"x70" Brick Arch Sewer
Provide #8 Stone Bed (Typ.)
Approx. Location Of Ex. Water Main
Proposed 24" Sanitary Sewer
10' Of 24" Sanitary Sewer @ 0.66% Req'd
98' Of 24" Sanitary Sewer @ 0.19% Req'd
60' Of 12" Sanitary Sewer @ 0.28% Req'd
89' Of 12" Sanitary Sewer @ 0.22% Req'd
72' Of 12" Sanitary Sewer @ 0.26% Req'd
53' Of 12" Sanitary Sewer @ 0.26% Req'd
35' Of 12" Sanitary Sewer @ 0.25% Req'd
Inv. El. 553.73
Inv. El. 553.92
Inv. El. 554.02
Inv. El. 554.20
Inv. El. 554.17
Inv. El. 554.37
Inv. El. 554.70
Inv. El. 554.90
Inv. El. 555.15
Inv. El. 555.30
Inv. El. 555.55
Inv. El. 555.65
9+80
10+00
11+00
12+00
12+40
0+00
1+00
2+00
3+00
Rev. 1, 04/01/2020:
Added Pavement Marking Callouts.
Adjusted Proposed Easements.
Modified Sheet Note 1.
COLIN W. DALE
REGISTERED
No. PE11400780
STATE OF INDIANA
PROFESSIONAL ENGINEER
RECOMMENDED FOR APPROVAL:
DESIGN ENGINEER
03/06/2020
DATE
DESIGNED: CMD
DRAWN: CKH
CHECKED: CML
CHECKED: CMD
PEARL RIVER SEWER RELOCATION
PLAN & PROFILE
LAFAYETTE
PR-G
IN
HORIZONTAL SCALE
1" = 20'
VERTICAL SCALE
1" = 10'
SHEET
11 OF 22
PROJECT
BF&S NO. 6397

CITY OF
LAFAYETTE

April 30, 2020

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

Dear Board Members:

You have before you an agreement with Christopher B. Burke Engineering, LLC for Vinton Woods Drainage Project. The Vinton Woods detention pond rehabilitation project is part of Lafayette's capital improvement program to improve the water quality of the Wabash River and other local streams and to address poor drainage conditions. When the Vinton Woods neighborhood was developed in the 1960s, stormwater from approximately 130 acres drained to its three connected detention ponds. Today, due to ongoing development upstream, approximately 521 acres drain from Munger Park and the surrounding residential area through the Vinton Woods ponds.

To assist the City with prioritization, Burke will complete a preliminary engineering study to identify the extent of the necessary improvements as well as the anticipated costs and recommended priority associated with the improvements.

The amount of this contract is for the not to exceed amount of $84,700. This contract has been reviewed by the City Attorney and I recommend if for your approval.

Sincerely,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY

1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

Christopher B. Burke Engineering, LLC

115 W. Washington St. Suite 1368 South Indianapolis, IN 46204 317.266.8000 cbbel-in.com

April 15, 2020

Brad Talley
Superintendent
Lafayette Renew
1700 Wabash Ave.
Lafayette, IN 47901

Subject: **Vinton Wood Drainage Project**
Professional Services Proposal

Dear Mr. Talley:

Christopher B. Burke Engineering, LLC (Burke) is pleased to provide this proposal for professional engineering and planning services related to conducting a stormwater program assessment for the City of Lafayette. The following is our understanding of the assignment, scope of services, schedule, and fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

The Vinton Woods detention pond rehabilitation project is part of Lafayette's capital improvement program to improve the water quality of the Wabash River and other local streams and to address poor drainage conditions. When the Vinton Woods neighborhood was developed in the 1960s, stormwater from approximately 130 acres drained to its three connected detention ponds. Today, due to ongoing development upstream, approximately 521 acres drain from Munger Park and the surrounding residential area through the Vinton Woods ponds.

As part of the original Vinton Woods detention pond rehabilitation project, the City had proposed to dredge the three ponds and repair leaks in the approximately nine-foot tall dam at the north pond. The average depth of the ponds is two to three feet, and when they were installed the average depth was six to seven feet. However, since the original project was envisioned, additional issues have arisen. After heavy rain events the road between the south and middle pond floods to more than one foot deep. Flooding of this magnitude creates dangerous conditions for residents and emergency vehicles traveling in and out of the area. In warmer weather, standing water becomes stagnant. The roadway embankments between the ponds leak and the outlet structures have deteriorated. The upstream channels conveying stormwater to the ponds are eroding creating excess sediment that fills the sediment basin and the southern-most pond. The dam at the north end is in poor condition.

To assist the City with prioritization, Burke will complete a preliminary engineering study to identify the extent of the necessary improvements as well as the anticipated costs and recommended priority associated with the improvements.

SCOPE OF SERVICES

Task 1 – Survey: Burke with subcontract TBird Design Services Corporation to collect topographic survey data to identify above ground visible features, utilities, tree lines, fencing, and structures in the project area. LiDAR will be used in the heavily wooded areas to supplement the ground survey. The surveyor will research properties to generate a property base map.

Task 2 – Data Gathering and Review: Burke will review the survey data, GIS data, plans, drawings, reports, and other information provided by the City pertinent to the project. Our staff will conduct a site visit to familiarize ourselves with existing conditions, document problem areas, and identify potential challenges related to designing improvements. It is assumed that a City representative will facilitate access to private property, if necessary.

Task 3 – North Pond Dam Inspection: Burke staff will conduct an inspection of the dam. Visual observations will be made for each component, including the crest, upstream and downstream slopes, abutments, and spillways. We will look for potential deficiencies such as settlement, structural cracking, erosion, sinkholes, animal burrows, depressions, seeps, improper vegetation, boils, turbid discharge, vandalism, and related conditions. While on site, we will complete a dam inspection checklist to document our field findings and then use those findings to inform any necessary design recommendation. It is expected that Burke will have access to the dam at a time when the grass length and vegetation is appropriate to perform the inspection.

Task 4 – Hydrologic and Hydraulic Calculations: Burke will perform hydrologic and hydraulic calculations to assess the conveyance channels, determine appropriate pond size, depth and control structures. Burke will delineate the drainage basins and compute runoff parameters in sufficient detail to determine what improvements to the pipe, channel or pond system may be warranted. Prior to modeling proposed improvements, Burke will meet with you to discuss the problem areas and to determine the design constraints for potential solutions. The hydrologic and hydraulic model will then be updated to reflect proposed improvements to determine their effectiveness.

Task 5 – Preliminary Design: Burke will develop a preliminary design for addressing problems within the study area. Potential design elements could include installation of storm sewers, construction or reconstruction of open channels, dredging of the ponds, clay lining the ponds, redesign of the ponds, changes to the sediment basin, design of outlet control structures, new road culverts and crossings, road repair, dam rehabilitation or a new dam. Burke will prepare a layout exhibit showing needed improvements and will develop conceptual opinions of probable construction cost based on estimated construction quantities. Burke will produce a memorandum that will include a discussion of the existing conditions including the dam field inspection results suggested improvements, conceptual opinions of probable construction cost, layout exhibits, and recommended priority. We will provide a draft copy of the memorandum to review and will make necessary revisions before printing the final document. This memorandum will be the final deliverable.

SCHEDULE

Burke will follow the approximate schedule outlined below to present deliverables to the City.

Deliverable	Approximate Deadline
Survey	3 months from Notice to Proceed
Preliminary Design Memorandum	6 months from Notice to Proceed

EXCLUDED SERVICES

This current proposal specifically excludes the following services:

1. Geotechnical engineering
2. Wetland delineation
3. Design drawings and specifications
4. Bidding assistance
5. Construction observation

ESTIMATED FEE

We have estimated the total fee for completing this project shall not exceed **$84,700.** We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Burke affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Jeff Fox at the number listed above if you have any questions.

Sincerely,

Jon D. Stolz, PE
Managing Vice President

THIS PROPOSAL, ESTIMATED FEE, AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE CITY OF LAFAYETTE:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
General Terms and Conditions

Personnel	($/Hr)
Engineer VI	216
Engineer V	197
Engineer IV	172
Engineer III	144
Engineer I/II	113
Resource Planner V	160
Resource Planner IV	150
Resource Planner III	130
Resource Planner I/II	105
Engineering Technician IV	155
Engineering Technician III	139
Engineering Technician I/II	105
CAD II	130
CAD I	107
GIS Specialist IV	155
GIS Specialist III	139
GIS Specialist I/II	100
Environmental Resource Specialist V	151
Environmental Resource Specialist IV	139
Environmental Resource Specialist III	125
Environmental Resource Specialist I/II	105
Environmental Resource Technician	99
Administrative	75
Engineering Intern	60
Information Technician I/II	75

Direct Costs	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2020.

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

   Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

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

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

   Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power,

or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer 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 arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

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

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that

any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

    The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

    The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused

in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

The Engineer shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

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

Worker's Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of OWNER.

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

The Engineer shall provide to OWNER Certificates of Insurance indicating the aforesaid coverage.

24. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

25. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

26. **Indemnity Clause:** When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

27. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since

they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

28. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

29. **E-Verify Program:** 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 shall execute an affidavit affirming that the Consultant does not knowingly employ an unauthorized alien.

30. **Investment in Iran:** Pursuant to Indiana Code 5-22-16.5, Engineer 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.

February 23, 2010-INDIANA
gtc-indiana modified City of Lafayette, 3-19-13

CB BURKE

Vinton Woods Drainage Project
Lafayette IN

PROJECT SUMMARY

Date: 16-Apr-20

Christopher B. Burke Engineering LLC

STAFF FEES:

PHASE	DESCRIPTION	Engineer VI	Engineer V	Engineer IV	Engineer III	Engineer I/II	Res. Planner V	Res. Planner IV	Res. Planner III	Res. Planner I/II	Eng Tech IV	Eng Tech III	Eng Tech I/II	CAD II	CAD I	GIS Spec IV	GIS Spec III	GIS Spec I/II	Env Resource Specialist V	Env Resource Specialist IV	Env Resource Specialist III	Env Resource Specialist I/II	Env Resource Technician	Engineering Intern	Administrative	TOTAL HOURS	TOTAL FEE
1	Survey		5		14	11					9															39	$5,639
2	Data Gathering and Review		1		6	5																				12	$1,626
3	Dam Inspection		4		84																					88	$12,884
4	H&H		9		74	120					8															211	$27,229
5	Preliminary Design																										
6																											
7																											
8																											
9																											
	TOTAL HOURS:		19		178	136					17															350	$ 47,378
2019	BILLING RATE:	$216	$197	$172	$144	$113	$160	$150	$130	$105	$155	$139	$105	$130	$107	$155	$139	$100	$151	$139	$125	$105	$99	$60	$75		
	STAFF FEES:		$3,743		$25,632	$15,368					$2,635																

TOTAL STAFF FEES: $47,378

SUBCONSULTANTS:

ID	ROLE/DECSRIPTION	CLASS	FEE	DIRECT	TOTAL FEE
1	Tbird		$ 36,900	$ -	$ 36,900
2			$ -	$ -	$ -
3			$ -	$ -	$ -
4			$ -	$ -	$ -
5			$ -	$ -	$ -
6			$ -	$ -	$ -
7			$ -	$ -	$ -
8			$ -	$ -	$ -
9			$ -	$ -	$ -
10			$ -	$ -	$ -

TOTAL SUBCONSULTANT FEE: $ 36,900

DIRECT COSTS:

ID	DESCRIPTION	AMOUNT	UNITS	RATE	TOTAL
1	Meals		days @	$25	
2	Mileage	650	miles @	$0.55	$354.25
3	Lodging (incl phone)		days @	$80	
4	Survey Equipment		days @	$350	
5	Plotting		each @	$6.00	
6	Photocopy		each @	$0.07	
7	Supplies (binders, tabs, etc)		sets @	$25	
8	Laboratory Testing		lot @		
9	Equipment Usage Fee		days @	$200	
10	Miscellaneous 1	68	Lot @	$1	$67.75
11	Miscellaneous 2		Lot @	$1	
12	Miscellaneous 3		Lot @	$1	
13	Miscellaneous 4		Lot @	$1	

TOTAL DIRECT COST: $422.00

TOTAL PROJECT COST: **$84,700.00**

CITY OF
LAFAYETTE

PURCHASING DEPARTMENT
Memorandum

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: May 5, 2020

Subject: Declaration of Surplus Property

Surplus Property

The Lafayette Fire Department is requesting the items listed below be declared as surplus property. The items are no longer needed and will be sold on Deals.gov

2-2018 Silverado 1500 Center Seat/ Consoles
1- 2015 Suburban Center Console and Cargo cover
1- 2016 Silverado 1500 Center Seat/Console
3- 2010 Explorer Center Consoles
4- 2010 Explorer Rear Cargo covers
1- 2008 Expedition Center Rear Seat
2- Holland Formula 150 Trailer jacks

A motion has been made and seconded to declare the aforementioned items as surplus property.

All of which is approved this 5th day of May, 2020 by the Board of Public Works & Safety.

_____
Gary Henriott, President

_____
Cindy Murray, Member

_____
Ron Shriner, Member

_____
Norm Childress, Member

_____
Amy Moulton, Member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Dated: _____, 2020

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 19 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $992,836.60 DATED THIS DAY OF MAY 5, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices to be Approved 5/5/2020

Pension Payroll					
Regions Bank	$	33,230.34			
Chase Bank	$	337,515.38			
			$	370,745.72	
Manuals/Wires					
Centier Bank Work Comp	$	2,675.19			
Chase Bank	$	16,864.25			
Regions Bank	$	25,552.16			
Regions Bank	$	5,389.07			
Chase Bank P-Card	$	59,071.16			
Chase Bank P-Card	$	78,584.82			
			$	188,136.65	
Invoices					
Chase Bank	$	108,108.75			
Horizon Bank	$	197,068.98			
Old National Park Bond	$	128,776.50			
Total Invoices			$	433,954.23	
Grand Total					$ 992,836.60

Board List by Voucher

Board: PR043020 4/30/2020

Cash Account / Bank: 101012 - Cash - Regions Pay Gross

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3653	INTERNAL REVENUE SERVICE	105457	INV	4/30/2020	32,581.99	Payroll Run 2 - Warrant 043020
3685	TIPPECANOE COUNTY GOVERNMENT	105458	INV	4/30/2020	600.00	Payroll Run 2 - Warrant 043020
3692	LAFAYETTE FIRE FIGHTERS	105459	INV	4/30/2020	48.35	Payroll Run 2 - Warrant 043020
			Board Total		**33,230.34**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: PR043020 4/29/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
579	CITY OF LAFAYETTE GROSS/PT/BEN	PEN PR 043020	INV	4/29/2020	337,515.38	PENSION PAYROLL 4/30/20
			Board Total		**337,515.38**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

Cash Account / Bank: 101017 - Cash - Centier Workm Comp

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7696	JWF SPECIALITY COMPANY	04222020	INV	5/5/2020	2,675.19	WORK COMP 4/22/2020
			Board Total		**2,675.19**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW042720 4/27/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7830	THE BANK OF NEW YORK TRUST CO	MARCH 2020	INV	4/27/2020	16,864.25	MARCH FUEL BUDGETING PROGAM
			Board Total		**16,864.25**	

CITY OF LAFAYETTE

Board List by Voucher

Board: PR040920 4/9/2020

Cash Account / Bank: 101012 - Cash - Regions Pay Gross

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
10651	AMER FIDELITY ASSURANCE	103436	INV	4/9/2020	12,776.14	Payroll Run X - Warrant 031320
10651	AMER FIDELITY ASSURANCE	104037	INV	4/9/2020	12,776.14	Payroll Run X - Warrant 032720
10651	AMER FIDELITY ASSURANCE	D137570	CRM	4/9/2020	-0.12	MAR BILL ADJUSTMENT
			Board Total		**25,552.16**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: PR041520 4/15/2020

Cash Account / Bank: 101012 - Cash - Regions Pay Gross

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
11172	TEXAS LIFE INSURANCE COMPANY	102151	INV	4/15/2020	1,336.01	Payroll Run X - Warrant 021420
11172	TEXAS LIFE INSURANCE COMPANY	102807	INV	4/15/2020	1,381.65	Payroll Run X - Warrant 022820
11172	TEXAS LIFE INSURANCE COMPANY	103438	INV	4/15/2020	1,358.83	Payroll Run X - Warrant 031320
11172	TEXAS LIFE INSURANCE COMPANY	104039	INV	4/15/2020	1,358.83	Payroll Run X - Warrant 032720
11172	TEXAS LIFE INSURANCE COMPANY	SM0BLR202002 11001	CRM	4/15/2020	-45.94	FEB DEDUCTIONS FOR MAR PREMIUMS
11172	TEXAS LIFE INSURANCE COMPANY	SM0BLR202003 15001	CRM	4/15/2020	-0.31	MAR DEDUCTIONS FOR APRIL PREMIUMS
			Board Total		**5,389.07**	

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Board List by Voucher

Board: PC022920 2/29/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7424	J P MORGAN-PROCUREMENT CARD	02042020	INV	2/29/2020	59,071.16	P-CARD PURCHASES
			Board Total		**59,071.16**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: PC032920 3/29/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7424	J P MORGAN-PROCUREMENT CARD	03042020	INV	3/29/2020	78,584.82	P-CARD PURCHASES
			Board Total		**78,584.82**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
2658	MIKE RAISOR FORD INC	5016754	INV	5/5/2020	126.90	AUTO PARTS FD72
2658	MIKE RAISOR FORD INC	5016756	CRM	5/5/2020	-126.90	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02QV4506	INV	5/5/2020	8.21	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QV4602	CRM	5/5/2020	-16.00	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02QV4505	INV	5/5/2020	42.73	AUTO PARTS STOCK
1509	JIM'S GARAGE INC	519172	INV	5/5/2020	30.00	TOWING 705
1700	LAFAYETTE WAREHOUSE INC	02QV4635	INV	5/5/2020	15.24	AUTO PARTS STOCK
3446	WIERS INTERNATIONAL TRUCKS	20P43218	INV	5/5/2020	108.49	AUTO PARTS 2239
8902	RIGG'S MOWERS & MORE INC	1126216	INV	5/5/2020	17.34	AUTO PARTS 314
8902	RIGG'S MOWERS & MORE INC	1127839	CRM	5/5/2020	-7.61	CREDIT
8902	RIGG'S MOWERS & MORE INC	1127829	INV	5/5/2020	6.85	AUTO PARTS 374
1647	KIRBY RISK CORPORATION	S110906174.001	INV	5/5/2020	360.88	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3149858	INV	5/5/2020	70.23	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QV5192	INV	5/5/2020	7.63	AUTO PARTS 15142
1700	LAFAYETTE WAREHOUSE INC	02QV5087	INV	5/5/2020	63.67	AUTO PARTS 15139
7977	R.N.O.W. INC	2020-57691	INV	5/5/2020	204.52	AUTO PARTS STOCK
7977	R.N.O.W. INC	2020-57693	INV	5/5/2020	984.50	AUTO PARTS STOCK
3446	WIERS INTERNATIONAL TRUCKS	20P43192	INV	5/5/2020	383.94	AUTO PARTS 2032
2658	MIKE RAISOR FORD INC	5016767	INV	5/5/2020	121.80	AUTO PARTS 16-15
10144	WEST SIDE TRACTOR SALES CO	T83020	INV	5/5/2020	67.46	AUTO PARTS 2885

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

1700	LAFAYETTE WAREHOUSE INC	02QV4960	CRM	5/5/2020	-57.30	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02QV4964	CRM	5/5/2020	-8.00	CREDIT
9336	ADVANCE REPAIR & MACHINING INC	I-39469	INV	5/5/2020	136.49	AUTO PARTS 15143
1780	LAFAYETTE HARDWARE INC	3150019	INV	5/5/2020	192.00	SAFETY GLASSES
1700	LAFAYETTE WAREHOUSE INC	02QV5352	INV	5/5/2020	2.92	AUTO PARTS FD513
10096	POMP'S TIRE SERVICE INC	910107922	INV	5/5/2020	1,925.00	TIRES STOCK
10144	WEST SIDE TRACTOR SALES CO	T83023	INV	5/5/2020	19.63	AUTO PARTS 5069
3440	VON TOBEL CORPORATION	9098706	INV	5/5/2020	26.89	SAFETY SUPPLIES
1342	HOLTZ INDUSTRIES INC	559875	INV	5/5/2020	364.00	AUTO PARTS 2183
1700	LAFAYETTE WAREHOUSE INC	02QV5958	INV	5/5/2020	100.22	AUTO PARTS 705
6539	TEC PROFESSIONALS INC	00048762	INV	5/5/2020	53.08	AUTO PARTS 2341
1700	LAFAYETTE WAREHOUSE INC	01QV5921	INV	5/5/2020	23.76	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QV5800	INV	5/5/2020	192.51	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	286284	INV	5/5/2020	48.04	AUTO PARTS 2239
12028	LOWER GREAT LAKES KENWORTH	LAFIN692511	INV	5/5/2020	188.34	AUTO PARTS 2572
7080	NEWTON OIL COMPANY INC	087932	INV	5/5/2020	3,743.63	FUEL
7080	NEWTON OIL COMPANY INC	087931	INV	5/5/2020	4,227.41	FUEL
10096	POMP'S TIRE SERVICE INC	910107968	INV	5/5/2020	131.26	TIRE 6984
3440	VON TOBEL CORPORATION	9098764	INV	5/5/2020	18.95	AUTO PARTS 2239
1700	LAFAYETTE WAREHOUSE INC	02QV4575	INV	5/5/2020	409.50	AUTO PARTS 16122
1700	LAFAYETTE WAREHOUSE INC	02QV6451	CRM	5/5/2020	-409.50	CREDIT
1700	LAFAYETTE WAREHOUSE INC	02QV6484	INV	5/5/2020	7.49	AUTO PARTS 9678

CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

1700	LAFAYETTE WAREHOUSE INC	02QV6485	INV	5/5/2020	7.49	AUTO PARTS 9678
790	DEFOUW CHEVROLET INC	5023462	INV	5/5/2020	16.64	AUTO PARTS 9678
375	BEST EQUIPMENT CO INC	SI197750	INV	5/5/2020	266.74	AUTO PARTS STOCK
9336	ADVANCE REPAIR & MACHINING INC	I-39594	INV	5/5/2020	42.58	AUTO PARTS 16153
1780	LAFAYETTE HARDWARE INC	3150150	INV	5/5/2020	32.17	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QV7039	INV	5/5/2020	358.15	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QV7075	INV	5/5/2020	27.35	AUTO PARTS 705
3118	STEVE'S OVERHEAD DOOR CO	176379	INV	5/5/2020	307.60	REPAIRS TO BACK GARAGE DOOR AT TRAFFIC
1700	LAFAYETTE WAREHOUSE INC	02QV7184	INV	5/5/2020	25.46	AUTO PARTS 705
10144	WEST SIDE TRACTOR SALES CO	T83085	INV	5/5/2020	21.48	AUTO PARTS 1649
2770	ROWE TRUCK EQUIPMENT INC	286354	INV	5/5/2020	4,228.57	AUTO PARTS 14130
2770	ROWE TRUCK EQUIPMENT INC	286353	INV	5/5/2020	6.78	AUTO PARTS 2032
790	DEFOUW CHEVROLET INC	8007514	INV	5/5/2020	114.00	REMOVE BED BUGS 18-16
790	DEFOUW CHEVROLET INC	8007513	INV	5/5/2020	114.00	REMOVE BED BUGS 18-25
1700	LAFAYETTE WAREHOUSE INC	02QV7566	INV	5/5/2020	9.81	AUTO PARTS 705
12633	STEPHEN M KANTZ	0061658	INV	5/5/2020	14.87	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QV7669	INV	5/5/2020	271.06	AUTO PARTS 22121
2770	ROWE TRUCK EQUIPMENT INC	286374	INV	5/5/2020	19.95	AUTO PARTS STOCK
1509	JIM'S GARAGE INC	519104	INV	5/5/2020	30.00	TOWING 6301
12028	LOWER GREAT LAKES KENWORTH	LAFIN692675	INV	5/5/2020	533.01	AUTO PARTS 15142
12028	LOWER GREAT LAKES KENWORTH	LAFCM5626594	CRM	5/5/2020	-87.50	CREDIT
1780	LAFAYETTE HARDWARE INC	3150199	INV	5/5/2020	48.81	AUTO PARTS 1780

CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

1780	LAFAYETTE HARDWARE INC	3150203	INV	5/5/2020	10.80	AUTO PARTS 6701
1700	LAFAYETTE WAREHOUSE INC	02QV8096	INV	5/5/2020	7.11	AUTO PARTS STOCK
15915	M3V DATA MANAGEMENT	4061	INV	5/5/2020	990.00	LICENSE FEE FOR WEB BASED SOFTWARE SDS
2700	RELIABLE EXTERMINATORS INC	197443	INV	5/5/2020	32.00	PEST CONTROL FLEET
8681	CINTAS CORPORATION NO 2	4047631040	INV	5/5/2020	193.09	UNIFORMS FLEET
1700	LAFAYETTE WAREHOUSE INC	02QV8101	INV	5/5/2020	101.71	AUTO PARTS 1199
1700	LAFAYETTE WAREHOUSE INC	02QV8689	INV	5/5/2020	66.24	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	286441	INV	5/5/2020	135.00	AUTO PARTS 2088
250	B & M ELECTRICAL CO INC	W69221	INV	5/5/2020	37.90	AUTO PARTS STOCK
12028	LOWER GREAT LAKES KENWORTH	LAFIN693797	INV	5/5/2020	86.96	AUTO PARTS 28131
8681	CINTAS CORPORATION NO 2	4047625934	INV	5/5/2020	35.00	RUGS FOR TC
3446	WIERS INTERNATIONAL TRUCKS	2033695	INV	5/5/2020	160.00	AUTO PARTS 28131
12028	LOWER GREAT LAKES KENWORTH	LAFIN693797-2	INV	5/5/2020	68.28	AUTO PARTS 28131
12755	BRETTNACHER TRANSMISSIONS INC	17577	INV	5/5/2020	240.00	REPLACE SEALS 14-242
12633	STEPHEN M KANTZ	0061669	INV	5/5/2020	12.73	AUTO PARTS 1668
9336	ADVANCE REPAIR & MACHINING INC	I-39606	INV	5/5/2020	130.00	AUTO PARTS 2080
9336	ADVANCE REPAIR & MACHINING INC	I-39554	INV	5/5/2020	134.61	AUTO PARTS 15142
9336	ADVANCE REPAIR & MACHINING INC	I-39553	INV	5/5/2020	145.98	AUTO PARTS 15142
8391	STUART & BRANIGIN LLP	130471	INV	5/5/2020	599.00	LEGAL SERVICES FOR FIRE
3301	TWIN CITY EQUIPMENT INC	56328	INV	5/5/2020	95.50	REPAIR TO FRIDGE AT #3
12693	L & W EMERGENCY EQUIPMENT	29187	INV	5/5/2020	365.11	AUTO PARTS 16153
6539	TEC PROFESSIONALS INC	00048924	INV	5/5/2020	183.61	AUTO PARTS 12115

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

3118	STEVE'S OVERHEAD DOOR CO	173596	INV	5/5/2020	130.00	REEPAIR TO GARAGE DOOR AT SANITATION
8082	MENARDS SOUTH	1181	INV	5/5/2020	6.49	BRASS BALL VALVE
7794	ASPHALT MATERIALS INC	8013220326	INV	5/5/2020	375.92	AE-NT
1700	LAFAYETTE WAREHOUSE INC	02QV9581	INV	5/5/2020	500.00	51W40-55 GL
8681	CINTAS CORPORATION NO 2	4047630788	INV	5/5/2020	297.74	UNIFORMS/SUPPLIES STREET
8681	CINTAS CORPORATION NO 2	4047630634	INV	5/5/2020	190.34	UNIFORMS/SUPPLIES SANITATION
16538	BRENT W PARKS	DMCKIM 05/20	INV	5/5/2020	271.00	MAY 20 RENT 1021-3 S 4TH
16199	ANN E KROEGHER	DFLEER 05/20	INV	5/5/2020	426.00	MAY 20 RENT 8929 RAILROAD, STOCKWELL
9396	JAY BENNER	CMILLER 05/20	INV	5/5/2020	625.00	MAY 20 RENT 501-B N 4TH
9316	TETZLOFF LLC	JLYTLE 05/20	INV	5/5/2020	705.00	MAY 20 RENT 925 N 8TH #10
9316	TETZLOFF LLC	KKAVANAUGH 05/20	INV	5/5/2020	650.00	MAY 20 RENT 1530 1/2 #1 MAIN
9316	TETZLOFF LLC	RBROWN 05/20	INV	5/5/2020	495.00	MAY 20 RENT 925 N 8TH #4
9316	TETZLOFF LLC	JWARREN 05/20	INV	5/5/2020	550.00	MAY 20 RENT 1401 SOUTH #2
9316	TETZLOFF LLC	DDICKS 05/20	INV	5/5/2020	705.00	MAY 20 RENT 923 N 8TH #7
9316	TETZLOFF LLC	MKIPPER 05/20	INV	5/5/2020	705.00	MAY 20 RENT 925 N 8TH #8
15664	ERE LAFAYETTE LLC	TARMSTRONG 05/20	INV	5/5/2020	575.00	MAY 20 RENT 32 OWEN
16508	MENTAL HEALTH AMERICA WABASH VALLEY REGION INC	MSIEGLE 05/20	INV	5/5/2020	60.00	MAY 20 RENT 915 COLUMBIA #6
16508	MENTAL HEALTH AMERICA WABASH VALLEY REGION INC	DPHELPS 05/20	INV	5/5/2020	370.00	MAY 20 RENT 915 COLUMBIA #7
11260	ENTERPRISE APARTMENTS LLC	MBEBALI 05/20	INV	5/5/2020	550.00	MAY 20 RENT 1015 MAIN #9

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

16257	LAFAYETTE WEST EQUITIES LLC	SBINGHAM 05/20	INV	5/5/2020	625.00	MAY 20 RENT 350 TEAL RD W #B9
16257	LAFAYETTE WEST EQUITIES LLC	ELANHAM 05/20	INV	5/5/2020	429.00	MAY 20 RENT 360 TEAL RD W #AA09
16466	SCHUYLER LLC	IGOSNELL 05/20	INV	5/5/2020	495.00	MAY 20 RENT 1502 SCHUYLER #18
10160	CONSOLIDATED LOTS LLC	MJACKSON 05/20	INV	5/5/2020	250.00	MAY 20 RENT 318 S 5TH #4
10160	CONSOLIDATED LOTS LLC	GBUCHANAN 05/20	INV	5/5/2020	630.00	MAY 20 RENT 1018 N 8TH #1
16465	KNR ENTERPRISES LLC	LSWAFFORD 05/20	INV	5/5/2020	585.00	MAY 20 RENT 131 PARK AVE
16545	KOH KNOX LLC	RYOUNG 05/20	INV	5/5/2020	380.00	MAY 20 RENT 1116 BROWN APT E
11313	GREENBUSH 64	KMAYFIELD 05/20	INV	5/5/2020	625.00	MAY 20 RENT 2025 GREENBUSH #104
11313	GREENBUSH 64	DMICHAELS 05/20	INV	5/5/2020	625.00	MAY 20 RENT 2025 GREENBUSH #306
16539	EDWARD ROSE OF INDIANA LLC	GJONES 05/20	INV	5/5/2020	600.00	MAY 20 RENT 3180 EAGLES WAY #1654
16539	EDWARD ROSE OF INDIANA LLC	CWARD 05/20	INV	5/5/2020	600.00	MAY 20 RENT 3161 PHEASANT RUN #504
16539	EDWARD ROSE OF INDIANA LLC	JHENSLEY 05/20	INV	5/5/2020	600.00	MAY 20 RENT 3083 PHEASANT RUN #716
16539	EDWARD ROSE OF INDIANA LLC	JSNYDER 05/20	INV	5/5/2020	600.00	MAY 20 RENT 3163 PHEASANT RUN #523
16539	EDWARD ROSE OF INDIANA LLC	AFAHLEY 05/20	INV	5/5/2020	600.00	MAY 20 RENT 3076 PHEASANT RUN #1104
16539	EDWARD ROSE OF INDIANA LLC	PBENJAMIN 05/20	INV	5/5/2020	600.00	MAY 20 RENT 3184 EAGLES WAY #1630
9180	KANKAKEE VALLEY PUBLISHING	00751811	INV	5/5/2020	69.25	LEGAL AD-NTB ASPHALT AND BITUMINOUS AGGREGATE
9180	KANKAKEE VALLEY PUBLISHING	00755554	INV	5/5/2020	74.97	LEGAL AD-NTB MEMORIAL ISLAND PHASE 3

CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

9180	KANKAKEE VALLEY PUBLISHING	00750651	INV	5/5/2020	135.32	LEGAL AD-NTB PEARL RIVER SEWER RELOCATION
9180	KANKAKEE VALLEY PUBLISHING	00752683	INV	5/5/2020	76.87	LEGAL AD-NTB PUBLIC WORKS CAMPUS, PHASE 1
450	BUCKLES FEED DEPOT LTD	13600	INV	5/5/2020	78.98	DOG FOOD-WILSON
13418	ALBERT EDWARD DEMELLO III	MAR2020CITLI	INV	5/5/2020	303.66	CHIRP CITLI GRANT WORK
9084	SONG Y KANG	MAR2020CITLI	INV	5/5/2020	350.22	CHIRP CITLI GRANT WORK
15474	ROBERT KYLE LUCAS	MAR2020CITLI	INV	5/5/2020	303.66	CHIRP CITLI GRANT WORK
3209	TIPPECANOE COUNTY GOVERNMENT	MAR2020CITLI	INV	5/5/2020	2,674.29	CHIRP CITLI GRANT WORK
6773	CITY OF WEST LAFAYETTE	MAR2020ADMIN	INV	5/5/2020	51.29	CHIRP ADMIN GRANT WORK
12900	FRECKLES GRAPHICS OF LAFAYETTE INC	161517	INV	5/5/2020	1,250.00	BLACK FACE MASKS
12642	MOVE OVER OUTFITTERS	5413	INV	5/5/2020	50.00	PWR+ POWER CORD AND INSTALLATION 20-1
2350	RAY O'HERRON CO INC	2021759-IN	INV	5/5/2020	96.68	NEW HIRE UNIFORM-STURGEON
2350	RAY O'HERRON CO INC	2022069-IN	INV	5/5/2020	35.59	NEW HIRE UNIFORM-STURGEON
8391	STUART & BRANIGIN LLP	130472	INV	5/5/2020	200.00	LEGAL SERVICES LPD
2164	KONE INC	1157963154	INV	5/5/2020	4,450.00	NEW SOFT START ON ELEVATOR AT PARKING GARAGE
8681	CINTAS CORPORATION NO 2	4047082707	INV	5/5/2020	10.00	UNIFORM RENTAL FACILITIES
8681	CINTAS CORPORATION NO 2	4047630685	INV	5/5/2020	10.00	UNIFORM RENTAL FACILITIES
7981	NEW AQUA LLC	PSI-4033380	INV	5/5/2020	25.25	PARKING GARAGE 5 GAL WATER
7981	NEW AQUA LLC	PSI-4033378	INV	5/5/2020	25.25	DEPOT 5 GAL WATER
7981	NEW AQUA LLC	PSI-4033075	INV	5/5/2020	45.20	FLEET 5 GAL WATER
16544	JOSHUA BRAINARD	05052020	INV	5/5/2020	362.80	FUEL REIMBURSEMENT FOR TRAVEL-K9 TRAINING

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

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

15678	ST VINCENT HEALTH WELLNESS AND PREVENTIVE CARE	20-36426	INV	5/5/2020	9,673.11	LPD INDIANA PERF EXAMS (7)
1864	LAFAYETTE URBAN MINISTRY INC	04-2020-03	INV	5/5/2020	3,000.00	#1332C HOMELESS SHELTER SVCS JAN-MAR 2020
1784	LAFAYETTE HOUSING AUTHORITY	2020-1	INV	5/5/2020	342.70	#1328H ADMIN EXP MAR 2020
1784	LAFAYETTE HOUSING AUTHORITY	2020-3	INV	5/5/2020	7,908.17	#1326C & #1337C ADMIN & OOR ADMIN MAR 2020
1784	LAFAYETTE HOUSING AUTHORITY	2020-4	INV	5/5/2020	2,100.79	#1326C ADMIN EXP MAR-APR 2020
1784	LAFAYETTE HOUSING AUTHORITY	2020-5	INV	5/5/2020	1,098.61	#1326C ADMIN EXP APRIL 2020
1784	LAFAYETTE HOUSING AUTHORITY	2020-6	INV	5/5/2020	53.46	#1328H ADMIN EXP APRIL 2020
5929	WABASH CENTER INC	20003	INV	5/5/2020	5,100.00	#1335C SHELTER+CARE SERVICES JAN-MAR 2020
15915	M3V DATA MANAGEMENT	4090	INV	5/5/2020	122.50	UPLOAD MSDS SHEETS-STREETS
13582	STEVEN J BUTRAM	042820	INV	5/5/2020	118.12	REIMBURSE FOR MEAL FOR COVID-19 STAFF MEETING
915	FAMILY SERVICES INC	2020.03 R15	INV	5/5/2020	1,237.50	EAP SERVICES FOR MAR 2020
6215	TIPPECANOE COUNTY SHERIFF'S DEPARTMENT	BYRNEGRANT 19	INV	5/5/2020	7,062.00	COUNTY'S PORTION OF 2019 BYRNE GRANT
566	AT & T MOBILITY	287277206930 0420	INV	5/5/2020	528.60	MONTHLY CHARGES ZOO
3349	UNITED PARCEL SERVICE INC	99X57X120	INV	5/5/2020	16.25	SHIPPING
3349	UNITED PARCEL SERVICE INC	99X57X150	INV	5/5/2020	11.91	SHIPPING
3349	UNITED PARCEL SERVICE INC	99X57X160	INV	5/5/2020	13.93	SHIPPING
14569	PRESIDIO HOLDINGS INC	6013520005519	INV	5/5/2020	5,250.00	SOFTWARE LICENSE RENEWAL FOR VIDEO SERVER
10822	EDF INC	103578ES	INV	5/5/2020	12,214.48	NATURAL GAS VARIOUS AREAS
15972	BAKER TILLY VIRCHOW KRAUSE LLP	BTMA1616	INV	5/5/2020	1,100.00	SERVICES FOR PARK BOND 2018
			Board Total		**108,108.75**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

Cash Account / Bank: 101080 - Cash-Horizon Utilities Op

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8681	CINTAS CORPORATION NO 2	4047630568	INV	5/5/2020	81.18	UNIFORMS - RENEW
8681	CINTAS CORPORATION NO 2	4047630967	INV	5/5/2020	280.87	UNIFORMS - RENEW
1990	ASTBURY WATER TECHNOLOGY INC	223557	INV	5/5/2020	151.00	SAMPLE ANALYSIS - PLANT
1990	ASTBURY WATER TECHNOLOGY INC	223558	INV	5/5/2020	51.00	SAMPLE ANALYSIS - PLANT
9024	BRENNTAG MID-SOUTH INC	BMS558297	INV	5/5/2020	3,205.62	BLEACH FOR TREATMENT
16613	PVS TECHNOLOGIES INC	268970	INV	5/5/2020	4,930.98	FERRIC FOR TREATMENT
7097	CENTRAL SUPPLY COMPANY INC	S100339833.001	INV	5/5/2020	314.33	RECIRCULATING PUMP AT THE DIGE
16613	PVS TECHNOLOGIES INC	269091	INV	5/5/2020	4,975.14	FERRIC FOR TREATMENT
9400	UNIVAR SOLUTIONS USA INC	IN123619	INV	5/5/2020	8,169.02	BULK SALT FOR SODIUM HYPO
8681	CINTAS CORPORATION NO 2	4047631064	INV	5/5/2020	134.11	UNIFORMS WWPL
3170	FERGUSON ENTERPRISES INC	0197229	INV	5/5/2020	372.00	1" COPPER ST RD 26 E
6245	ENVIRONMENTAL LABORATORIES INC	20309706	INV	5/5/2020	115.00	VOC'S SAMPLED
6245	ENVIRONMENTAL LABORATORIES INC	20309714	INV	5/5/2020	125.00	VOCS SAMPLED
6245	ENVIRONMENTAL LABORATORIES INC	20309899	INV	5/5/2020	270.00	BACTERIA SAMPLING
8041	WATER SOLUTIONS UNLIMITED INC	35423	INV	5/5/2020	7,116.00	WATER TREATMENT
1248	GRIPP INCORPORATED	386	INV	5/5/2020	903.46	ISCO TUBING AND DESICCANT FOR SAMPLERS
5354	OUTDOOR HOME SERVICES HOLDINGS LLC	118028071	INV	5/5/2020	807.18	LAWN TREATMENT AT STORMWATER PARK
15915	M3V DATA MANAGEMENT	4091	INV	5/5/2020	255.00	SDS DATA MANAGEMENT
16692	JOHN I BRYAN AND MARY J BRYAN	04242020	INV	5/5/2020	2,500.00	RENEW CUSTOMER REIMBURSEMENT

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

Cash Account / Bank: 101080 - Cash-Horizon Utilities Op

6805	PATRIOT ENGINEERING & ENVIRONMENTAL INC	115473	INV	5/5/2020	400.00	ENGINEERING-40&8 LIFT STATION AND FORCE MAIN REPLA
7704	CHOSNEK LAW, P.C.	15547	INV	5/5/2020	1,881.50	LEGAL SERVICE-WATER/RENEW
12229	SHREWSBERRY & ASSOCIATES LLC	2112615	INV	5/5/2020	5,946.00	S 30TH ST DRAINAGE IMPROVEMENTS STUDY
12229	SHREWSBERRY & ASSOCIATES LLC	2112684	INV	5/5/2020	3,930.34	S 30TH ST DRAINAGE IMPROVEMENTS STUDY
1582	RIETH-RILEY CONSTRUCTION CO INC	340376-5	INV	5/5/2020	150,154.25	NORTH STREET RECONSTRUCTION PHASE 2
			Board Total		**197,068.98**	

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CITY OF LAFAYETTE

Board List by Voucher

Board: BW050520 5/5/2020

Cash Account / Bank: 101098 - Cash-ONB 2018 Park Bond

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
12930	MATTCON GENERAL CONTRACTORS INC	19-011-11	INV	5/5/2020	128,776.50	PENGUIN EXHIBIT COLUMBIAN PARK ZOO
			Board Total		**128,776.50**	

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CITY OF LAFAYETTE

SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT

DO NOT USE FOR
* Contractor vehicle permit
OR
* Single Day Temporary Parking Restriction Request

DIRECTIONS

Step One:

- If this request involves closing a street
  Contact Lafayette Police – Special Operations Division / 765-807-1272
- If this request involves renting the Big Four Depot - Community Room, Riehle Plaza, or John T. Myers Pedestrian Bridge
  Contact Facilities Department for availability / 765-807-1323

Step Two:

- Complete and submit this application to Lafayette Clerk's Office
  City Hall, 2nd floor, 20 N 6th Street, Lafayette, IN / 765-807-1021

User Information

Date of Event: _**15 August 2020** Time: From: _**8:00am** to: _**12:00 am Sunday the 16th**__

Name: __**OUTfest**_____ Organization: _____**Pride Lafayette**_____

Street Address: ___**640 Main Street**_____

City: __**Lafayette**_____ State: ___**IN**_____ Zip Code: __**47901**_____

Contact person(s): __**Ashley Smith**_____ Phone Number(s): __**765-337-1790**___

Email: _____smashd6@aim.com _____

Event Description: __**Street fair/vendors; Family activity area, Beer & wine garden** __

Caterer: ___ _____ Caterer's Phone Number: _____

This event will utilize the following venues (check all that apply):

☐ Big 4 Depot - Community Room ☐ Riehle Plaza ☐ John T. Myers Bridge

X City Right-of-way X City Street X Sidewalk ☐ Other _____

This event will include the following elements (check all that apply):

Estimated Attendance: 4-5,000_ ☐ Private Trash Hauler (must be removed by 8am following day)

X Street/Sidewalk/Right-of-way restriction or closure X Food or Beverages

X Restroom Facilities (required for events 4+ hours) X Tents/Canopies

X Alcohol (security is required) X Security (required when serving alcohol)

Not sure if you need an A&E Permit? Go to:

X Amusement & Entertainment Permit #_7931972__ http://www.in.gov/dhs/2795.htm

X Stage ☐ Fireworks ☐ Outdoor cooker/grill ☐ Other _____

Optional Equipment & Services:

☑ Traffic Control: barricades, ***No Parking*** signs, water barriers, ***Road Closed*** Signs $25

☑ City Equipment: Trash totes, picnic tables, other $25

Timetable *(Minimum # of days. Advanced planning is encouraged; sequence remains the same)*

0	7 days		14 days	21 days			42 days
	Pre-planning		Notices	Event Preparation			Event
Begin	1st week	2nd week	3rd week	4th week	5th week	6th week	
	First contact	Submit Application Pre-event Meeting	Contact Neighbors prior to Board of Works Hearing	Board of Works Public Hearing & Approval			Date of Event

Application submittal checklist

☑ Application

☑ Pre-event meeting (if required)

☑ Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing)

☑ Letter of request to Board of Works (omit if only using Big Four Depot community room)

☑ Receipt – payment made to City of Lafayette

- Damage Deposit: $ _____ (required only when renting Depot)
- Permit Fee: $ 25.00 (fee waived when renting Depot)
- Rental Fee: $ 25.00
- Equipment & Services: $ 25.00 (optional)

☑ Certificate of Insurance

☑ Amusement & Entertainment Permit # 7931972 (last year's permit, will be renewed)

Not sure if you need an A&E Permit? Want more information? Go to: http://www.in.gov/dhs/2795.htm and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**

☑ Traffic Control / Public Safety / Emergency Plan

☑ User Agreement

☑ Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

INDEMNIFICATION AND RELEASE. In consideration of being permitted the use of the venue(s) indicated above on this document (the "Property"), which Property is owned by the City of Lafayette, User as indicated below, for User and User's legal representatives, successors, and assigns, hereby releases waives and discharges the City of Lafayette, it officers, departments and employees and of them (herein collectively, "City") from all liability to User and User's officers, members, legal representatives, successors, invitees and assigns (herein collectively "User") from any and all loss or damage, and any claim of damages resulting therefore, on account of injury to persons or property arising out of possession or use of the Property, whether caused by the negligence of City, or any of them, or otherwise, resulting during the time the User is entitled to occupy and use the Property. User shall exercise the privileges under this Agreement at User's own risk, and irrespective of any negligence of City, User shall indemnify and hold City harmless from any and all liability for all damages, costs, losses and expenses resulting from, arising out of, or in any way connected with User's use and possession of the Property, including attorney fees incurred by City in defending any action arising out of User's possession or use of the Property, whether caused by negligence of the City, or any of them, or otherwise. City shall not be liable to User for any reason whatever User's occupation or use of the Property shall be hindered or disturbed. User agrees that User has made inspection of the Property and is not relying upon any representations of City or any of them as to the condition of state of repair of the Property or to its suitability for any particular purpose. This release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read the above Indemnification and Release and the Policy and Rules governing the use of any public property, city street, sidewalk or public property within the city's right-of-way, the James F. Riehle Plaza, Big Four Community Room, and John T. Myers Main Street Pedestrian Bridge. I agree on my own behalf, and on behalf of the group or organization I am authorized to represent, to such Indemnification and Release and to follow such Rules and Regulations which are incorporated and made a part of this user agreement.

"Lafayette Board of Works"

By: _____

"User"

By: Margy C Deverall
Signature

Printed: Margy C Deverall

Date: 5 March 2020

Pride Lafayette

Your proud link to Lafayette's
Gay, Lesbian, Bisexual, Transgender, & Ally Community

To: Lafayette Board of Works
From: Margy Deverall
Re: 2020 OUTfest Event

10 March 2020

Dear Board Members,

Pride Lafayette is requesting Lafayette Board of Works approval to stage the 13th annual OUTfest Festival on Saturday August 15th from 4:00pm to 12:00am, using the Farmers Market block on 5th Street, downtown Lafayette. OUTfest is a major outreach event for Pride Lafayette and will draw approximately 4-5,000 people to downtown. We respectfully request the following street closures:

Street Closure
We ask for the closure of the following streets and public access areas starting at 8:00am and 1:00pm on Saturday August 15th 2020 until 2 AM Sunday August 16th 2020 for the purpose of setting up, staging and striking the OUTfest event.

- Main Street, 4th to 6th Streets: 8:00am, Sat 8/15/20 -- 2:00am, Sun 8/16/20
- 5th Street, Main to Ferry Streets: 8:00am, Sat 8/15/20 -- 2:00am, Sun 8/16/20
- 5th Street Columbia to Main (Farmers Market): 1:00pm, Sat 8/15/20 - 2:00am, Sun 8/16/20

We are working with the Lafayette Police, Lafayette Fire, Lafayette Street, and Lafayette City Engineer's Departments; Tippecanoe Emergency Management, and Greater Lafayette Commerce/Famers Market to make sure everyone is informed and all concerns are addressed.

We have contacted and are waiting to hear back from Cpt. Will Carpenter, Lafayette Police Department. We plan to schedule a meeting with the Lafayette Fire Department and Lafayette Police Department to review the Emergency Action Plan and to ensure ample safety and security measures are in place as we have in past years.

OUTfest 2020 will feature food venders, organizations and sales booths, a beer and wine garden, one stage and a family/children's activity area. Permits are under review through the Department of Homeland Security and the Indiana Alcohol and Tobacco Commission and will be submitted to the Clerk's Office when we receive them in May. A certificate of insurance for the event will be provided to the Clerk's office in early August once it is issued.

A copy of the Good Neighbor Letter distributed to residents and businesses affected by the closures and even is included with the application. All other paperwork is filled out and attached.

Street Cleaning
To ensure we leave the site clean and ready for use again, on Sunday August 16th we request the service of the city street department to assist our cleaning crews by sweeping the streets on 5th, Main, and Columbia following the event. We will pick up and remove all trash, and strike the stages and fencing on site by 2 AM.

Thank you for considering our request. Please contact me if you have any questions.

Margy Deverall,
OUTfest 2020 – community volunteer
mcdeverall@gmail.com, 765-491-6357

Pride *Lafayette*

Your proud link to Lafayette's
Gay, Lesbian, Bisexual, Transgender, Intersex, & Ally Community

6 March 2020

Hello Downtown Neighbor,
Pride Lafayette is requesting Lafayette Board of Works approval on for the annual OUTfest Festival on Saturday August 15th 2020 from 4:00pm to midnight, using the Farmers Market block on 5th Street and adjacent streets, downtown Lafayette.

As requested, Main St from 4th to 6th, and 5th St from Main to Ferry will be closed on August 15th starting at 8:00am; and on 5th St. from Columbia to Main Streets at 1:00pm when the Farmers Market closes. All streets will reopen by 2am on Sunday August 16th. OUTfest is a major fund raising and outreach event for Pride Lafayette and will draw approximately 4-5,000 people.

Below are details of the event and a contact should you have any questions. Thank you for your cooperation. We hope to see you at the event!

Street Closure:
Closure of the following streets and public access areas as follows, starting on Saturday August 15th 2019 for the purpose of setting up, staging and striking the OUTfest event.

-5th Street Columbia to Main (Farmers Market) 1:00am Sat 8/15 – 2:00am Sun 8/16
-5th Street, Main to Ferry Streets – 8:00am Sat 8/15 – 2:00am Sun 8/16
- Main Street, 4th to 6th Streets – 8:00am Sat 8/15 – 2:00am Sun 8/16

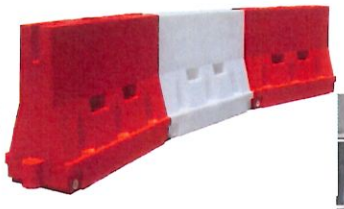
Thank you for sharing your space. Please contact us if you have any questions.

Ashley Smith, OUTfest 2020 chair
pridelafayetteinc@gmail.com
765-337-1790 (Feel free to text)

OUTfest 2020

Notes:

Water filled Jersey barriers will be used at ticket gates and behind the stage. Per instructions from LPD.



Entrance Gates - 3

Emergency Exits - 3

HC Headquarters - Shook Agency Conf Rm.

Stage, raised platform

Vendor spaces

Water filled Street Barricades

From: noreply-munis@lafayette.in.gov
To: Kristin Miller
Subject: eReceipt from City of Lafayette, IN
Date: Friday, April 17, 2020 4:47:47 PM

City of Lafayette, IN

Thank you for your payment.
The eReceipt that you requested is below.

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MISCELLANEOUS PAYMENT  RECPT#: 2115805
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901
DATE:  04/17/20       TIME: 16:47
CLERK: kmiller        DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT: EVENT PERMIT
CHARGES:
APG1   APPLICATION FEE        25.00
BARR   BARRICADE RENTA        25.00
SPEQ   SPECIAL EVENT E        25.00
AMOUNT PAID:         75.00
PAID BY:      OUTFEST
PAYMENT METH: WIRE TRANSFER
              VANCO
REFERENCE:
AMT TENDERED:        75.00
AMT APPLIED:         75.00
CHANGE:                .00
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This email was sent by an automated system. Please do not reply directly.

This email sent from Munis environment: City of Lafayette, IN, database name: mu_live