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: February 11, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. February 4, 2020

Documents:

02042020.pdf

BID OPENING

a. Teal Road Water Main Relocation

b. 36th Street Roadway Improvements, Phase 1

c. N. 19th Street, Underwood Street And Old US 231 Resurface Project

NEW BUSINESS

Engineering

a. Change Order #1-Underwood Street Concrete Replacement Project

Documents:

Change Order 1-Underwood Street Concrete Replacement Project.pdf

Lafayette Renew

a. 2020 Operator Training Contract With Wastewater Solutions, Inc.

Documents:

Wastewater Solutions Training Contract.pdf

b. Proposal-Patriot Engineering For Geotechnical Engineering Investigation

Documents:

Patriot Engineering Proposal.pdf

c. Professional Services Contract With American Structurepoint For Rainey Brook And Waterstone Lift Stations

Documents:

American Structurepoint-Raineybrook and Waterstone Lift Station Contract.pdf

d. Engineering Services Contract With VS Engineering For Brady Lane And Concord Road

Documents:

VS Engineering-Brady Lane.pdf

e. Engineering Services Contract With VS Engineering For Mulberry Drive

Documents:

VS Engineering-Mulberrry Drive.pdf

CLAIMS

a. Claims 02/11/2020

Documents:

Claims 02112020.pdf

MISCELLANEOUS

a. Banner Request-Stars And Stripes 2020

Documents:

Banner Request-Stars and Stripes.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
February 4, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, February 4, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Gary Henriott, Amy Moulton, Cindy Murray, Ron Shriner and Norm Childress.

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. Moulton moved for approval of the minutes from the January 28, 2020 regular meeting. Mrs. Murray seconded. Passed.

NEW BUSINESS

Engineering

Permission to Advertise-2019 CDBG Curb, Sidewalk, Drive Approach and Ramp Replacement Project

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Permission to Advertise for the 2019 CDBG Curb, Sidewalk, Drive Approach and Ramp Replacement Project. This project will advertise on February 7 & 14, 2020 with a bid opening date on February 25, 2020. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Change Order #1-2019 Dover Estates Patching and Curb Repair Project

Mr. Grenard presented to the Board and recommended approval of Change Order #1 for 2019 Dover Estates Patching and Curb Repair Project. The change order is in the amount of $16,794.04 which brings the revised contract amount to $284,484.04. The change order includes an addition of curb and gutter to provide a better transition to the surrounding grades and to fix drainage issues. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Certificate of Completion-Sagamore Parkway Reconstruction Phase 3

Mr. Grenard presented to the Board and recommended approval of a Certificate of Completion for the Sagamore Parkway Reconstruction Phase 3 Project. The one (1) year warranty period ends January 6, 2021. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

Lafayette Renew

Professional Services Agreement with Greeley and Hansen-CSO Long Term Control Plan Phase II-C

Brad Talley, Renew Superintendent, presented to the Board and recommended approval of a Professional Services Agreement with Greely and Hansen for the CSO Long Term Control Plan Phase II-C. The agreement is in the amount not-to-exceed $192,500.00. The agreement will assist in determining the size and scope of the next phase of the City's LTCP. Mr. Talley answered questions from the Board. Mrs. Moulton moved for approval. Mrs. Murray seconded. Passed.

Parks Department

Permission to Advertise-Columbian Park Pond Dredging (Rebid)

Claudine Laufman, Parks Superintendent, presented to the Board and recommended approval of a Permission to Advertise for the Columbian Park Pond Dredging (Rebid). This project will advertise on February 7 & 14, 2020 with a bid opening date on February 25, 2020. Mrs. Laufman stated that the dredging is scheduled to be completed by May 2020. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

Water Works

Contract-Cason Street Water Main Extension Project

Kerry Smith, Water Works Superintendent, presented to the Board and recommended approval of a Contract for the Cason Street Water Main Extension Project with Miller Pipeline, LLC. The contract is in the amount of $1,600,696.00. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Notice to Proceed-Cason Street Water Main Extension Project

Mr. Smith presented to the Board and recommended approval of a Notice to Proceed for the Cason Street Water Main Extension Project. Mr. Shriner moved for approval. Mrs. Murray seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $3,322,702.95. President Henriott asked if there were any further questions and there were none. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

MISCELLANEOUS

Banner Request-Hunger Hike

President Henriott presented to the Board and recommended approval of a Banner Request for Hunger Hike to be hung on Columbia Street from September 8-22, 2020. Mrs. Murray moved for approval. Mr. Childress seconded. Passed.

Time: 9:13 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

CITY OF
LAFAYETTE
Engineering Department

CHANGE ORDER #1

The following change is authorized to the agreement dated, **July 30, 2019** for work performed on the **Underwood Street Concrete Replacement Project:**

Description of Change	**Reason for Change**	**Change in Cost (+ / -)**
Item 1: Sidewalk and concrete curb and gutter added.	Change in Scope: Better transition to meet existing and fix drainage issues.	$ 31,784.85 (+)

Contract Amount	$ 246,262.90	
Net Change (Change in Scope 12.91% Increase)	$ 31,784.85	(+)
Revised Contract Amount	$ 278.047.75	

Jeromy Grenard
City of Lafayette, Engineer

Date

Heartland Excavating

Date

Approved by the Board of Public Works and Safety on the **11th day of February, 2020.**

Gary Henriott, President

Cindy Murray, member

Norm Childress, member

Ronald Shriner, member

Amy Moulton, member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Date

CITY OF
LAFAYETTE

February 4, 2020

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

Dear Board Members:

Lafayette Renew is submitting an Operator Training Contract for your approval. The Operator Training is an annual course conducted for department employees to obtain the Continuing Education Credits needed to maintain current certifications, and to assist employees to prepare for the upcoming certification exams.

The training will be conducted April 6th, 7th, 8th, and 9th, 2020. The training will be held at the Lafayette Renew conference room. Wastewater Solutions, Inc. will conduct the training for a lump sum of $19,600 which will include all student materials.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

LAFAYETTE RENEW
WATER · ENVIRONMENT · COMMUNITY
1700 Wabash Avenue Lafayette, Indiana 47909 p 765.807.1800

Training Topics

Course Title: **Lafayette Renew 2020 Process Training**

For each of the plant processes and major support equipment:

Day 1 (4 Hours) Plant Processes Overview (Function)

- Influent Flow Control
- Headworks
- Primary Treatment
    - Brief Optimization Discussion
- Secondary
- Disinfection
- Chemical Phosphorus Removal
- Digestion
- Solids Handling

Day 2 (4 Hours) Activated Sludge Process Control

- Respiration
- Growth Pressures
    - High Flow Treatment
    - Low Loading Periods
- WAS and RAS systems
- Statepoint and RAS Optimization
- Nitrification and Denitrification

Day 3 (2 Hours) Activated Sludge Troubleshooting

- High TSS
- High BOD
- High Ammonia
- High Phosphorus
- Slime Bulking
- What causes quick changes and what causes gradual

Day 3 (2 Hours) Selector Activated Sludge

- Purpose
- Performance
- Design and Control Factors

Day 4 (4 Hours) Anaerobic Digestion / Solids Handling / Energy Production

- Anaerobic Digestion Components
- Microbiology
- Troubleshooting
    - Foaming Issues
    - Reduced Gas Production
    - Poor VSS Reduction

LOCATION and CEUs

The training will be held in facilities provided Lafayette Renew. Lafayette Renew will furnish a whiteboard and markers. Wastewater Solutions will provide up to 25 copies of the student manuals. WSI will apply to IDEM for CEU's for the workshop. The CEU's shall be of the "technical" category.

TRAINING DATES

The training will be conducted in April 6th, 7th, 8th, and 9th, 2020. The training dates can be changed by mutual written agreement.

BASIS OF COMPENSATION

Total lump sum compensation for the training project will be $19,600.

Compensation includes all preparation and travel time, onsite labor, student materials, and all other direct costs. Compensation is payable after completion of the training.

ACCEPTANCE

To accept this proposal, please sign and date two copies and return one copy to Wastewater Solutions, Inc. within thirty days. We look forward to the opportunity to perform the work for you.

Respectfully,

WASTEWATER SOLUTIONS, INC

Jon B. Musick

Jon B. Musick
President
(Electronic signature #77-9102

Wastewater Solutions, Inc.
EIN: 83-0351175

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

_____, 2020.

_____
President

_____
Member

_____
Member

_____
Member

_____
Member

ATTEST:

_____
Clerk

Date: _____

CITY OF
LAFAYETTE

February 5, 2020

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

Dear Board Members,

You have before you a proposal from Patriot Engineering for Geotechnical Engineering Investigation. This proposal is for the 40 & 8 Lift Station and Forcemain Replacement Project. The object of the Geotechnical Investigation is to assess the subsurface conditions of the project site and to provide recommendations to aid in the design and construction of the project.

The estimated cost for this work is $7,000. This proposal has been reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew

PATRIOT ENGINEERING and ENVIRONMENTAL, Inc.

Engineering Value for Project Success

November 12th, 2019

Mr. Nick Lyons
Wessler Engineering, Inc.
6219 South East Street
Indianapolis, Indiana 46227

Re: Proposal for Geotechnical Engineering Investigation
40&8 Lift Station and Force Main Replacement
Lafayette, Indiana
Patriot Proposal No.: P19-1875-06G

Dear Nick:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Geotechnical Engineering Investigation for the above referenced project. This proposal has been prepared in accordance with your request for proposal on November 8th, 2019.

Presented in this proposal is an outline of our understanding of the proposed project, our proposed scope of work, and an estimate fee schedule.

If you have any questions regarding this proposal or require any additional information, please do not hesitate to contact our office.

Respectfully submitted,

Patriot Engineering and Environmental, Inc.

Christian C. Pohlar, E.I.
Geotechnical Engineer

Salim M. Ilmudeen, P.E.
Senior Principal Engineer

717 C Farabee Court, Lafayette, Indiana 47905
Ph. 765-447-4477 • Fax 765-447-4045 • Web www.patrioteng.com
Indiana - Bloomington, Evansville, Fort Wayne, Indianapolis, Lafayette, Terre Haute
Kentucky - Louisville, Ohio - Cincinnati, Dayton, Tennessee - Nashville

Project Description and Objectives

The proposed project includes the installation of a new lift station site, removal of the existing lift station, and replacement of the force main from the lift station to be located near Eisenhower Road in West Lafayette, Indiana. We understand that the proposed structure will run Westward from the existing Lift Station Site on the South side of Eisenhower Road West of I-65 to the proposed location of the new lift station on the North side of Eisenhower Road, and then travel South along Creasy Lane to a discharge manhole at the intersection of Creasy Lane and Greenbush Street. Furthermore, we understand that the proposed structure will bear at depths ranging from an estimated 5 to 25 feet below the existing ground surface.

The objective of this Geotechnical Engineering Investigation will be to assess the subsurface conditions of the project site and to provide recommendations to aid in the design and construction of the proposed lift station.

Proposed Work Plan

Per the *Client's* request, *Patriot* will drill a total of six (6) soil borings; one (1) soil boring (SB1) to a depth of 20 feet, one (1) soil boring (SB2) to a depth of 25 feet, two (2) soil borings (SB3 and SB4) to a depth of 40 feet each, and two (2) soil borings (SB5 and SB6) to a depth of 10 feet each; for a total of 145 lineal feet of drilling.

Furthermore, we understand that two (2) of the six (6) soil boring will be located within or near existing and active street rights-of-way and thus require traffic control. Therefore, based on the estimated traffic volumes for the streets that the drilling operations will be performed along, we propose to include traffic control operations to safely perform our drilling operations. The traffic control operations proposed will include appropriate signage, cones, and flagmen to maintain a safe working environment for our field personnel.

Patriot will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access, and topographic conditions. During this visit we will locate and mark each soil boring location. If the site conditions require that soil borings be relocated from previous agreed upon locations, the *Client* will be advised.

Patriot will be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. ***The "clearing of utilities" outside of the public domain shall be the responsibility of the property owner or manager and shall coordinate with Patriot. We recommend that the Client hire a private utility locator to clear all soil boring locations of any underground utility lines. Alternatively, Patriot can employ the use of a private utility locator to "clear" the soil boring locations prior to drilling for an additional cost.***

The typical drilling method will utilize hollow-stem augers to advance the soil borings to the required depths. Split-spoon samples and Standard Penetration Test values (commonly referred to as the blow-count or N-value) will be obtained in advance of the

augers at 2.5 feet intervals to a depth of 10 feet, and at 5 feet intervals thereafter per ASTM Method D-1586.

Shelby tube samples may be obtained in cohesive soil strata-of-interest. Each soil boring will be monitored for the presence of groundwater during and immediately following the completion of the soil boring.

Upon completion of the soil borings, the boreholes will be backfilled with auger cuttings prior to demobilization for safety considerations. It should be noted that it is standard practice in drilling soil borings to backfill with the auger cuttings from the soil boring. However, sometimes the backfill will settle after the soil borings have been completed, requiring a return trip to backfill again. If this takes place, an additional fee will be charged for the return trip. As an alternative, for additional fee, the boreholes can be backfilled with bentonite or grout to reduce the potential settlement.

After the fieldwork is completed, we will return the soil boring samples to *Patriot's* soils laboratory to perform the appropriate laboratory testing. The laboratory testing will include visual classification, natural moisture contents, and an estimate of the samples unconfined compressive strengths utilizing a hand penetrometer. All laboratory testing will be performed in accordance with applicable ASTM methods.

Based on the results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Report. The report will present all field, soil boring logs, and laboratory test data. The report will also include recommendations to aid in the design of foundations, pavements, and other ancillary structures as applicable; as well as providing a discussion regarding any potential construction difficulties due to soil and groundwater conditions.

Estimated Project Cost

Based upon the information provided and as outlined in our *Proposed Work Plan*, along with our experience with similar projects, we estimate the project cost to be ***$4,250.00. We estimate traffic control will cost an additional $1,750.00 to the original project cost. Should the Client wish for Patriot to contract a Private Utility Locator an additional charge of $1,000.00 will be assessed to the original project cost. Alternatively, the client can directly hire the private utility locator.*** Work performed outside of the Scope of Work discussed in this proposal (such as post report consultation, meetings, etc.) will be performed on a unit rate basis (Refer to attached Fee Schedule) for the actual work performed. Such work will be considered a change in scope.

Scope of Work Limitations

In preparation of this proposal, we have assumed that the site is accessible to a track-mounted drilling rig. If "clearing" or "grading" of the site is required (i.e. trees, brush, crops, etc...), an additional charge will be assessed. We also assume that the Client will make arrangements regarding our field work, such as access to the drilling locations, etc... Additionally, we assume that our field work will be performed during normal work hours (not on weekend or night hours).

If the soil borings reveal inconsistent and/or marginal soil conditions requiring additional soil borings, deeper soil borings, additional samples, or additional laboratory testing, the *Client's* Project Manager will be consulted immediately regarding the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during our field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation may be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation is modified to address this change in conditions.

Work Schedule

Patriot will initiate project activates upon receipt of the attached *Proposal Acceptance Agreement*, authorizing us to begin work. The field drilling work should take one (1) to two (2) days to complete. We would expect to issue our engineering report within approximately two (2) to three (3) weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

Authorization to Proceed

As our formal authorization to proceed, please complete and sign the *Proposal Acceptance Agreement* form included within this proposal, indicating proper billing instructions, and return an executed copy of this Acceptance Agreement for our files. Also, please note the *Terms and Conditions* included within this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the *Terms and Conditions* herein.

ATTACHMENT A

Patriot Engineering and Environmental, Inc.
Geotechnical Personnel

Patriot Engineering and Environmental, Inc.
Geotechnical Division

NAME	EDUCATION	YEARS OF EXPERIENCE
Richard L. Johnson, P.E.	M.S.C.E. Geotechnical Engineering	53
William D. Dubois, P.E.	M.S.C.E. Geotechnical Engineering	50
Ronald W. Spivey, P.E.	M.S.C.E. Geotechnical Engineering	41
Kenneth S. Bosar, P.E.	B.S. Mining Engineering	40
Ralph M. O'Quinn, P.E.	M.S.C.E Geotechnical Engineering	40
James T. Sherer, P.E.	B.S.C.E. Civil Engineering	36
Douglas B. Zabonick, P.E.	B.S. Geological Engineering	36
Timothy N. Tyler, Ph.D., P.E.	Ph.D., C.E. Geotechnical Engineering	32
Timothy C. Govert	B.S. Construction Engineering	31
Salim M. Ilmudeen, P.E.	M.S.C.E. Geotechnical Engineering	25
Jacob J. Vieck, P.E.	B.S.C.E. Geotechnical Engineering	13
Zachary G. Ethington, P.E.	M.S.C.E. Geotechnical Engineering	8
John L. Schwartz III, P.E.	M.E.C.E. Geotechnical Engineering	8
Akshat Saxena, E.I.	M.S.C.E. Geotechnical Engineering	7
Benjamin R. Lauletta, P.E.	B.S.C.E. Geotechnical Engineering	6
Michael J. Hammond, E.I.	M.S.C.E. Geotechnical Engineering	4
Jamie M. Bates, E.I.	B.S.C.E. Geotechnical Engineering	4
Kevin D. Agostino	B.S.C.E. Civil Engineering	3
Christian Cole Pohlar, E.I.	B.S.C.E. Civil Engineering	3
Ian Grafe, E.I	B.S.C.E. Civil Engineering	1

ATTACHMENT B

Select Resumes

Professional Resume

Salim M. Ilmudeen, PE
Senior Project Engineer

FIELDS OF EXPERTISE

Geotechnical engineering including shallow and deep foundation design; high rise building foundations; slope failures and slope stability analysis; pavement design; deep excavations, underpinning and earth retention systems; geotechnical instrumentation and in-situ testing.

REGISTRATION & CERTIFICATION

Professional Engineer:
Hawaii, PE-8644;
Indiana – PE10606266

EDUCATION

M.S.C.E., Civil Engineering (Geotechnical and Transportation Engineering),
Texas Tech University, Lubbock, TX - 1992

B.Sc., Civil Engineering, University of Peradeniya, Sri Lanka - 1985

PROFESSIONAL SUMMARY

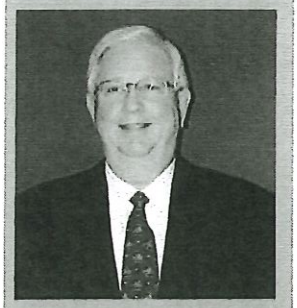
Mr. Ilmudeen is a Senior Project Engineer with over 20 years of experience in the field of geotechnical engineering. He has performed foundation engineering design and provided geotechnical engineering services for a wide variety of projects. These projects included a new airport terminal complex, power plants, high rise buildings, tunnel, bridge and road construction projects, deep excavations, underpinning, earth retention systems and cut-off walls, landslides, vibration monitoring, etc.

SELECTED PROJECT EXPERIENCE

- Carmel City Center – Phase I, Carmel, Indiana – Geotechnical engineering report review and preparation of supplementary report and design parameters for 3 to 7 story buildings with common basement and a utility tunnel 10 feet below the basement.
- Pedcore Square Buildings 4 & 5, Carmel, Indiana – Dewatering consultations and calculations for 2 buildings with 20-feet deep common basement.
- Rush Memorial Hospital, Rushville, Indiana – Dewatering consultations during construction of a new physician / office building.
- New Terminal Complex for Chicago O'Hare International Airport, Chicago, Illinois – Geotechnical engineering for a multi-level terminal building, a parking structure, airport transit system, elevated highways, bridges, concourse concrete aprons, depressed roadways, retaining walls, utility tunnel and other associated structures.
- Lake Shore East Condominiums, Chicago, Illinois – Geotechnical engineering report and design parameters for a 60-story building with a basement.
- Dept of Transportation 96-inch diameter Concrete Sewer Tunnel, Chicago, Illinois – Geotechnical design calculations, analysis of tunneling options, specifications, and design drawings for tunnel and shafts.
- Minor League Baseball Stadium, Gary, Indiana – Civil drawings and specifications for groundwater cut-off wall design alternatives such as slurry walls and sheet pile walls.
- Samsung S-Project, Seoul, Korea – Geotechnical design parameters for four 22 to 35 story buildings with 6 levels of basement extending to 84 feet below grade.
- Excelon – Calumet 350 MW Peaker Plant, Chicago, Illinois – Geotechnical and geophysical explorations, foundation design parameters, and backfilling and compaction procedures for settlement sensitive areas.

Patriot Engineering
and Environmental, Inc.
6150 East 78th Street
Indianapolis, Indiana 46250
317-576-8050

Professional Resume



William D. Dubois, PE
Senior Principal Engineer

FIELDS OF EXPERTISE

Geotechnical engineering; materials engineering; environmental consulting.

REGISTRATION & CERTIFICATION

Professional Engineer: Indiana, 60018167; Kentucky, 21153; Ohio, E-49584; Illinois, 62-30719; Michigan, 47286; Missouri, 026362; Florida,18548 and Texas, 111821

EDUCATION

- M.S.C.E., Geotechnical Engineering, Michigan State University, 1968
- B.S., Civil Engineering, Tri-State University, 1966

PROFESSIONAL SUMMARY

Mr. Dubois was President of Patriot Engineering and Environmental, Inc. for 18 years and now performs as a Senior Principal Engineer. He has 47 years of experience in geotechnical, materials engineering, and environmental consulting.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineering
- American Concrete Institute
- American Society of Testing and Materials
- Associated Builders and Constructors
- ASCE - Purdue University continuing education committee
- Indiana Construction Association
- Kiwanis Club
- Economic Club
- Indiana Sports Corporation
- Past Member of Trine University Industrial Advisory Board

SELECTED PROJECT EXPERIENCE

- Managed geotechnical and materials investigations for over 1000 industrial plants -- generating stations; chemical processing; paper mills; heavy and light manufacturing; tank storage complexes; transmission lines.
- Provided Expert Opinion and Testimony services for commercial and residential claims and hearings.
- Geotechnical Engineer for numerous commercial shopping centers; apartment complexes; office complexes.
- Geotechnical Engineer for over 25 high-rise structures throughout the Midwest; office towers; apartment towers; parking garages; hotels; hospitals; elevated water tanks.
- Performed geotechnical engineering for sports arenas, stadiums and schools.
- Developed solutions for special problems -- slope failure evaluations; foundation failures and corrections; asphalt failures and corrections.
- Transportation -- INDOT Projects, Interstate and primary highways; bridges; earth retainage structures.
- Water related structures -- earth dams; levees.
- Pavements -- highways; parking; truck docking' airports; streets.
- Contract Manager for over 100 underground storage tank projects for major transportation companies.
- Contract Manager for Phase I and II property assessments for major investment companies.
- Geotechnical Investigations and QA/QC on landfills.

Patriot Engineering
and Environmental, Inc.
6150 East 75th Street
Indianapolis, Indiana 46250
317-576-8866

ATTACHMENT C

Insurance Certificates

PATRENG-CL CMCKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/11/2019

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

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

PRODUCER
Gregory & Appel Insurance
1402 N Capitol Suite 400
Indianapolis, IN 46202

CONTACT NAME:
PHONE (A/C, No, Ext): (317) 634-7491 FAX (A/C, No): (317) 634-6629
E-MAIL ADDRESS: corp@gregoryappel.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Ins Co-Hartford	20478
INSURER B : Continental Casualty Company	20443
INSURER C : Lexington Insurance Co.	19437
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Patriot Engineering & Environmental Inc.
6150 East 75th Street
Indianapolis, IN 46250

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6017245158	04/12/2019	04/12/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			6017245161	04/12/2019	04/12/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6017245189	04/12/2019	04/12/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC624377329	04/12/2019	04/12/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof & Pollution			031711066	04/12/2019	04/12/2020	Each Claim/Aggregate	5,000,000

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

CERTIFICATE HOLDER

Insured's Information Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Cindy McKay

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ATTACHMENT D

Fee Schedule

PATRIOT ENGINEERING and Environmental, Inc.

Engineering Value for Project Success

PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
Geotechnical Engineering Services
2019 Fee Schedule

	Unit	Unit Cost
PROFESSIONAL SERVICES		
Expert Witness	Hour	$275.00
Senior Principal Engineer, P.E.	Hour	$195.00
Principal Engineer, P.E.	Hour	$170.00
Senior Project Engineer, P.E.	Hour	$145.00
Project Engineer, P.E.	Hour	$120.00
Senior Engineer/Geologist	Hour	$95.00
Geotechnical Engineer/Geologist	Hour	$85.00
Draftsperson/CAD Technician	Hour	$75.00
Senior Engineering Technician	Hour	$55.00
Word Processor	Hour	$65.00
LABORATORY TESTING		
Water Contents (oven dried)	Each	$5.35
Hand Penetrometer Test	Each	$10.00
Atterberg Limits (LL & PL)	Each	$72.00
Grain Size Distribution	Each	$118.50
Sieve Analysis only	Each	$57.00
Minus #200 Sieve only	Each	$41.50
Hydrometer only	Each	$67.00
Natural Density	Each	$31.00
Organic Content	Each	$36.00
pH Determination	Each	$31.00
Extrude & Log Shelby Tube Samples	Each	$36.00
Standard Proctor	Each	$145.00
Modified Proctor	Each	$165.00
CBR Test	Each / Point	$165.00
Unconfined Compressive Strength	Each	$62.00
Test for pH, organic matter, soluble salts	Each	$118.50
Triaxial Tests (CU - 3 circles)	Each	$975.00
Consolidation Test	Each	$450.00
Permeability Test (Cohesive Soils)	Each	$330.00
DRILLING SERVICES		
Mobilization of drill rig and crew (Local) *plus $4.30 per mile over 60 miles from a Patriot office	Lump Sum	$550.00
Minimum Charge for drill rig, crew and equipment	Lump Sum	$1,750.00
Drilling with 3.25" and 4.25" hollow stem augers with standard splitspoon sample intervals		
Under 50 feet depth and under 50 blows per foot	Foot	$10.50
50 to 75 feet depth and under 50 blows per foot	Foot	$12.50
Over 75 feet depth or over 50 blows per foot	Foot	$15.50
Additional splitspoon samples beyond standard intervals	Each	$14.50
ATV Drilling , Add	Foot	$1.75
Mud Drilling, Add	Foot	$6.25
Drilling without splitspoons	Foot	$9.00
Bulk Samples (50 lb. bag)	Each	$64.00
Rock Coring	Foot	$36.00
Equipment, set-up for rock coring	Hole	$67.00
Shelby Tube Samples (3 in. O.D.)	Each	$57.00
Standby Time requested by Client or Hauling Water	Hour	$170.00
Rental of Dozer (to assist drill rig under adverse site conditions)	Cost + 15%	
Asphalt or Concrete Plug of Drill Holes	Hole	$36.00
Per Diem for Drill Crew per person	Per Day	$125.00
Grouting Holes	Foot	$9.00
Concrete Coring Through 6 to 8 inches of Floor Slab	Hole	$278.00
Monitoring Well Installation	Foot	$36.00
Monitoring Well Flush Manhole & Cover	Each	$285.00
GENERAL EXPENSES		
Transportation by Company or Personal Car	Mile	$0.69
Subcontractor Costs / Special Costs (i.e.., film, FedEx, etc.)	Cost + 15%	
Additional Copies of Report (above 3 copies)*plus time	Page	$0.50
Out-of-Town Living Expenses	Cost + 15%	

ATTACHMENT E

Terms and Conditions

Proposal Acceptance Agreement

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

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

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

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

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution**. All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities**. Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

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

10. **Contracting with Iran**. Consultant certifies that 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.

11. **Tobacco Free Policy**. Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws**. The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work**. In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions**. The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

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

16. **Waiver of Contract Breach**. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, 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 that particular instance.

17. **Entire Understanding of Agreement**. The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant 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 extend they conflict with the terms of the Agreement.

18. **Non-Discrimination**. Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments**. The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law**. The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record**. The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

PATRIOT ENGINEERING and ENVIRONMENTAL, Inc.

Engineering Value for Project Success

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: 40&8 Lift Station and Force Main Replacement

Project Location: Lafayette, Indiana

Description of Services: Geotechnical Engineering Investigation

Patriot Proposal: P19-1875-06G Patriot Project No.:

APPROVAL & PAYMENT OF CHARGES - ***(Company or Individual Responsible for Payment of Invoice)***

Firm:

Address:

City: State: Zip Code:

Attention:

Telephone: Fax: Email:

PAYMENT TERMS: Per Terms & Conditions. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

REFERENCES - *Patriot* retains the right to perform a standard credit review on all new Clients. *Patriot* will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial (Current bank or other lender)	Supplier (Current account with Client)	Trade (Engineer, Contractor, Other, etc.)
Name:	Name:	Name:
Contact:	Contact:	Contact:
Account No.:	Account No.:	Account No.:
Phone No.:	Phone No.:	Phone No.:

NOTICE: *PATRIOT* reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with *PATRIOT*'S Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and *PATRIOT* and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY:

TITLE: DATE ACCEPTED:

717 C Farabee Court, Lafayette, Indiana 47905
Ph. 765-447-4477 • Fax 765-447-4045 • Web www.patrioteng.com
Indiana - Bloomington, Evansville, Fort Wayne, Indianapolis, Lafayette, Terre Haute
Kentucky - Louisville, Ohio - Cincinnati, Dayton, Tennessee - Nashville

CITY OF
LAFAYETTE

February 5, 2020

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

Dear Board Members,

You have before you a Contract with American Structurepoint for Professional Services to prepare a preliminary basis of design report evaluating the existing Rainey Brook and Waterstone Lift Stations. These Lift Stations have been identified by Renew's maintenance department for potential need of future replacement or upgrade. Both of these lift stations will be evaluated for current condition and capacity and potential alternatives for future capacity increases.

American Structurepoint will perform the work outlined in this Contract for the Not to Exceed amount of $93,900. This amount includes $15,750 for flow monitoring services for the Engineers consultant Gripp Inc. This Contract has been 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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the last required signature below ("Effective Date") between City of Lafayette ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Rainey Brook and Waterstone Lift Stations Study ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's proposal letter dated October 2, 2019. ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: ***As identified in Engineer's proposal letter dated October 2, 2019.*** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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2.02 *Basis of Payment*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus Engineer's consultants' charges, if any, not to exceed $93,900. The total fee includes $78,150 for Services provided directly by Engineer and $15,750 for services provided by Engineer's consultant, Gripp, Inc.

2. Engineer's Standard Hourly Rates are attached as Appendix 1. Engineer reserves the right to update its hourly rates annually, consistent with its company policy, if the project exceeds twelve (12) months from the date of Notice to Proceed. The Engineer will provide the Owner thirty (30) days' notice prior to the change in rates.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1~~. **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured

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within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's

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furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any

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and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall ~~be limited to **$50,000** or the total amount of compensation received by Engineer, whichever is greater~~ **not exceed the available proceeds under any General Liability (including Automobile) and Professional Liability Insurance required to be carried by Engineer under this Agreement.**

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.

N. Engineer and Owner each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its negligence.

O. Engineer shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

1. **General Liability (including Automobile) – combined single limit of $2,000,000. The Owner shall be named as 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.**

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2. **Worker's Compensation – Statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Owner.**

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

4. **The Engineer shall provide Certificates of Insurances indicated the aforesaid coverage.**

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

Q. **Engineer certifies that 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.**

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Appendix 1, Engineer's Standard Hourly Rates
Exhibit A: Engineer's scope and fee proposal dated October 2, 2019

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Lafayette

By: _____

Title: Gary Henriott, President

By: _____

Title: Norm Childress

By: _____

Title: Amy Moulton

By: _____

Title: Cindy Murray

By: _____

Title: Ron Shriner

ENGINEER: American Structurepoint, Inc.

DocuSigned by:
Catherine Pallotta
58FA842982DC477...

Name: Catherine Pallotta

Title: Group Leader, Utility Infrastructure

Date Signed: 12/17/2019

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This is **Appendix 1, Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

EMPLOYEE CLASSIFICATION	HOURLY RATE
Principal	$310/hr
Senior Engineer	$230/hr
Senior Project Manager	$230/hr
Project Manager	$205/hr
Project Engineer	$170/hr
Staff Engineer	$110/hr
Senior Technician/Designer	$140/hr

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AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580
TEL 317.543.0270

October 2, 2019

Mr. Brad Talley
Director
Lafayette Renew
1700 Wabash Avenue
Lafayette, Indiana 47901

Re: Rainey Brook and Waterstone Lift Stations Study

Dear Mr. Talley,

American Structurepoint, Inc. (ASI) is pleased to submit this Scope of Technical Services to prepare a preliminary basis of design report evaluating the existing Rainey Brook and Waterstone Lift Stations. The property south of W 500 S has been identified for potential development which will impact the Rainey Brook Lift Station. Additionally, a separate development east of S 250 E is expected to impact the Waterstone Lift Station.

It is our understanding that Lafayette Renew would like to move forward with the preliminary basis of design report for Rainey Brook and Waterstone Lift Stations including evaluating the existing capacity of the station for both lift stations, the remaining capacity of the Waterstone Lift Station, and two (2) recommended alternatives for increasing the capacity of Rainey Brook for future development. ASI will provide engineering services necessary to collect relevant field data, prepare GIS maps, and develop a preliminary basis of design report.

Scope of Services

Task 1 – Rainey Brook Lift Station Study

Task 1.1 – Existing Lift Station Evaluation: This task will consist of reviewing as-builts of the existing lift station, reviewing historical pump data, conducting one (1) field visit to verify the as-builts and perform a pump down test, evaluating test results and taking measurements of the existing incoming sanitary sewer. Collectively, this information will provide the basis for calculating lift station capacity.

Task 1.2 – Development Study Evaluation: This task will consist of reviewing the development study provided by the Owner for the land south of W500S identified in Exhibit A, review of the existing zoning for the area expected to be developed, review of the existing Sanitary Sewer Master Plan for the area if available, and review of existing GIS collection system maps to determine what areas could discharge to the Rainey Brook Lift Station.

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Task 1.3 – Alternatives Development: ASI staff will develop up to two (2) alternatives to increase capacity to the lift station for future development, force main routing, and sanitary sewer routing to the lift station. The alternatives will be evaluated based on various criteria such as financial considerations, constructability, utility conflicts, operations and maintenance, and other criteria as deemed important by Lafayette Renew. Available GIS information will be used for the alternatives development.

Task 1.4 – Opinions of Probable Cost ASI staff will develop construction quantities and conceptual opinions of probable construction cost for the alternative solutions developed. The opinions of probable cost are provided without the benefits of design drawings or topographic survey. Due to the conceptual nature of the preliminary engineering report, a minimum contingency of 40% will be utilized on estimates of construction costs.

Task 1.5 – Basis of Design Report: ASI staff will provide, as a final deliverable, a brief preliminary basis of design report that documents the data collection, analysis, and conclusions generated as a result of the preliminary engineering. The report will also include a discussion of the various alternatives considered, cost estimates, exhibits of the proposed alternatives, and a discussion of how the alternatives are impacted by the various evaluation criteria. The report will also summarize the recommended approach for proceeding for a potential next phase of the project. A draft report will be submitted to the Owner for review and an Owner review meeting will be held to discuss the review comments. The report will be finalized after edits are made in response to Owner review comments.

Task 2 – Waterstone Lift Station Study

Task 2.1 – Flow Monitoring: This task will consist of flow monitoring provided by Gripp for the three (3) incoming sanitary sewers to the lift station. Gripp will provide flow monitoring for three (3) months. If sufficient wet weather flow data is not obtained within three (3) months, the monitoring time may be extended as an additional service with the approval of the Owner.

Task 2.2 – Existing Lift Station Evaluation: This task will consist of reviewing as-builts of the existing lift station, reviewing historical pump data, conducting one (1) field visit to verify the as-builts and perform a pump down test, and evaluating the results.

Task 2.3 – Development Study Evaluation: This task will consist of reviewing the potential development for the areas identified in Exhibit B and potential future flows to the lift station.

Task 2.4 – Alternatives Development: This task will consist of reviewing flow monitoring data provided by Gripp, reviewing the existing lift station evaluation, reviewing existing GIS to determine the remaining available capacity in the lift station and force main, and developing up to two (2) alternatives to provide additional capacity to the lift station. The alternatives will be evaluated based on various criteria such as financial considerations, utility conflicts, maintenance, and other criteria as deemed important by Lafayette Renew. Available GIS information will be used for the alternatives development.

Task 2.5 – Opinions of Probable Cost ASI staff will develop construction quantities and conceptual opinions of probable construction cost for the alternative solutions developed. The opinions of probable cost are provided without the benefits of design drawings or topographic survey. Due to the conceptual nature of the preliminary engineering report, a minimum contingency of 40% will be utilized on estimates of construction costs.

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Task 2.6 – Basis of Design Report: ASI staff will provide, as a final deliverable, a brief preliminary basis of design report that documents the data collection, analysis, and conclusions generated as a result of the preliminary engineering. The report will also include a discussion of the various alternatives considered, cost estimates, exhibits of the proposed alternatives, and a discussion of how the alternatives are impacted by the various evaluation criteria. The report will also summarize the recommended approach for proceeding for a potential next phase of the project. A draft report will be submitted to the Owner for review and an Owner review meeting will be held to discuss the review comments. The report will be finalized after edits are made in response to Owner review comments.

Information/Services Provided by the Owner: Fees and schedule for the project assume that the following information will be provided by the Owner.

1. As-builts for the Rainey Brook and Waterstone Lift Stations and forcemains
2. GIS maps for the existing collection system including: sanitary sewers, sanitary manholes, force mains, lift stations, parcel data, zoning data, and topographic data
3. SCADA data and run hours for each lift station
4. Development Study for the land south of W500S and zoning designation
5. Sanitary Sewer Master Plan for area surrounding Rainey Brook Lift Station
6. Survey of incoming sanitary sewers to the Rainey Brook Lift Station or top of casting elevations for the incoming sanitary sewer manholes
7. Assistance during pump down test for both lift stations

Exclusions: The following services are not included in the Scope of Services. These services shall be provided for additional fee only after receiving written authorization from Owner.

1. Preparation of right-of-way exhibits or easements
2. Electrical and I&C Evaluation
3. Structural Evaluation
4. SCADA Upgrades
5. Preparation of Design and Construction Documents
6. Agency Coordination or Permitting
7. Location of Utilities
8. Phase I or Phase II Environmental Assessment
9. Karst Resources Investigation
10. Wetland Delineation
11. Geotechnical Investigation
12. Topographic Survey
13. Utility Coordination
14. Endangered species surveys or coordination
15. Investigation and evaluation of potential mitigation or restoration planting site(s)
16. Design and preparation of plans and specifications or Construction Plans
17. Floodplain or Floodway Analysis
18. More than one iteration of review and response for the Basis of Design Report
19. Services resulting from changes of scope or magnitude of the project as described above

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Schedule of Services

Task	Schedule
Draft Rainey Brook Lift Station Basis of Design	Sixty (60) calendar days after completion of field visit and receipt of information from the Owner
Draft Waterstone Lift Station Basis of Design	45 calendar days after receipt of flow monitoring data and receipt of information from the Owner.
Basis of Design Report Review Meeting	15 calendar days after delivery of the Basis of Design Report
Final Basis of Design Report	20 calendar days after receipt of review comments from the Owner

hourly rate not to exceed

Compensation: Compensation for the professional services described in the scope shall be a ~~lump sum~~ fee of $93,900. This fee for the scope described above is valid for one (1) year from the date of this letter proposal. Fees for all services will be invoiced monthly upon a percent completion basis.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented.

Mr. Talley, thank you for your confidence in our abilities at American Structurepoint. We have an experienced and talented staff ready to assist you with this project. If this proposal is acceptable, please notify us, and we will get an agreement finalized.

The compensation structure will be according to section 2.02 of the EJCDC agreement between American Structurepoint and Lafayette Renew.

Very truly yours,
American Structurepoint, Inc.

Michael Hendricks

Michael Hendricks
Regional Services Director

Catherine Pallotta
Group Leader

Attachments
Exhibit A
Exhibit B

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EXHIBIT A: RAINEY BROOK LIFT STATION

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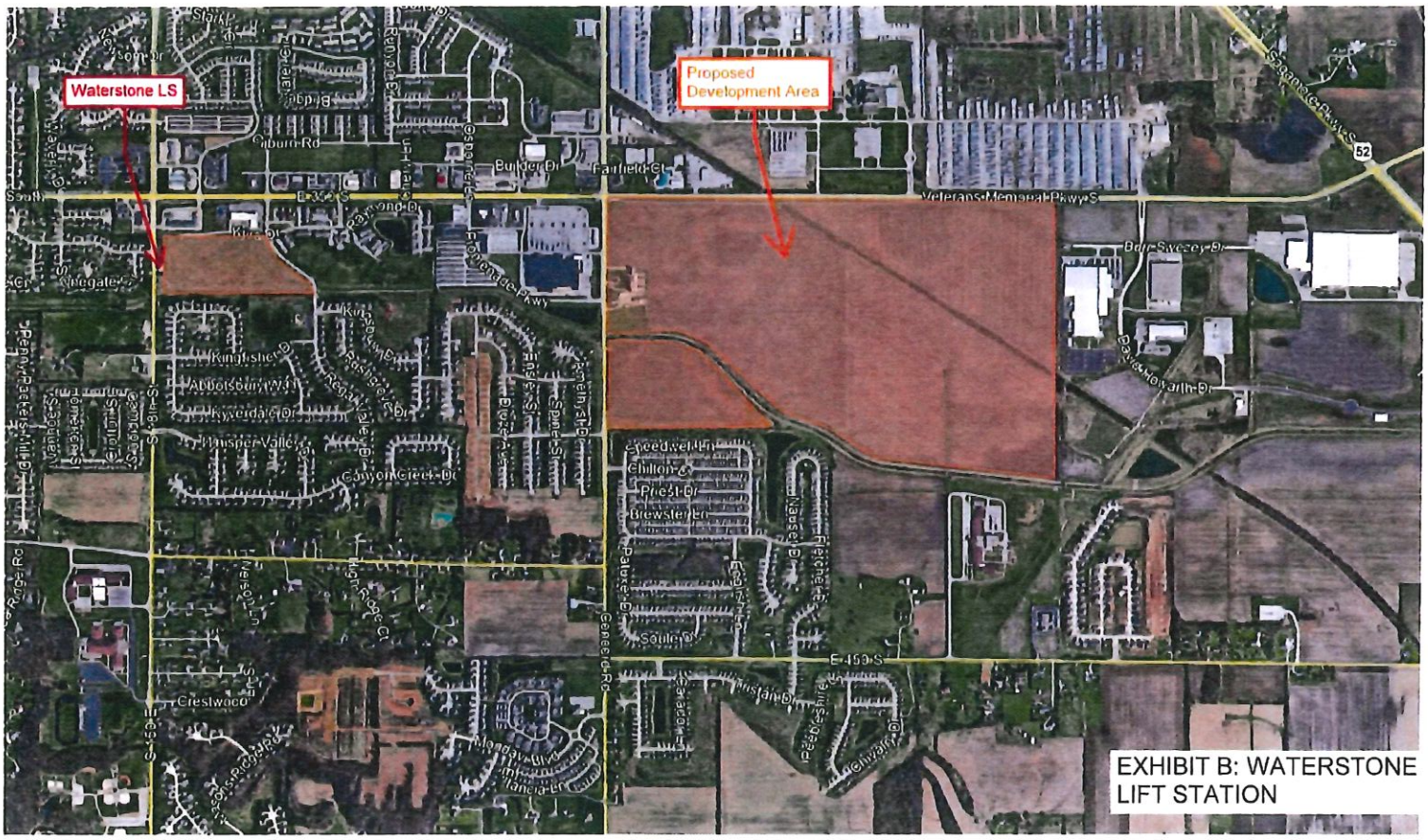


EXHIBIT B: WATERSTONE LIFT STATION

CITY OF
LAFAYETTE

February 5, 2020

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

Dear Board Members,

You have before you two contracts for Engineering Services with VS Engineering, Inc. These contracts will address two areas with drainage issues.

The first is for the intersection of Brady Lane and Concord Road. This area experiences localized flooding at a residence at the southwest corner of the intersection. VS will perform a drainage analysis and design recommendations for this area. Final Plans and Specifications along with project management are also included in this contract.

VS Engineering will perform these services in the not to exceed amount of $45,900.00. This contract has been reviewed by the City Attorney and I recommend it for your approval.

The second contract with VS Engineering is for the Mulberry Drive Drainage Scoping Report. This area also experiences localized flooding from stormwater runoff that needs to be addressed. VS Engineering will perform a drainage analysis and design recommendation for this area.

VS Engineering will perform these services in the not to exceed amount of $9,500.00. This contract has been 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

VS ENGINEERING

4275 North High School Road, Indianapolis, IN 46254
317.293.3542
www.vsengineering.com

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this _____ day of_____, 2019, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the "CONSULTANT" located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and the Lafayette Board of Works, hereinafter called "Client," located at 20 N. 6th Street, Lafayette, IN 47901.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana; WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire the CONSULTANT to perform **Brady Lane Drainage Improvements** project, as set forth herein; and WHEREAS, the CONSULTANT desires to assist the Client as provided herein; NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and the CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A-1, attached to this Agreement.

II. COMPENSATION

A. The CONSULTANT shall be compensated as set forth in Exhibit B, referencing hourly rates as shown in Exhibit C, for services rendered under this Agreement.

B. The CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to the CONSULTANT within 30 days of the date of each invoice.

C. If the Client does not make payment in full to the CONSULTANT within 90 days of the date of an invoice, The CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, The CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

The CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that The CONSULTANT's work and the completion thereof may be conditioned upon Client's review of the CONSULTANT's work and/or the timely performance and completion of certain activities by Client. The CONSULTANT shall not be held liable for delays in performance of services hereunder that arise from causes beyond the CONSULTANT's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

A. Client shall identify and coordinate all services to be performed hereunder.

B. Client will verify that the CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide the CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by the CONSULTANT to be performed hereunder.

C. Client shall upon execution of the Agreement, designate **Brad Talley**, as coordinator of the project described herein and of the professional services to be performed under this Agreement.

D. Client shall provide the CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, the CONSULTANT's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. The Agreement may be terminated by the Client for convenience upon thirty (30) days written notice to CONSULTANT. The CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay the CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE AND INDEMNIFICATION

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

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

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Client.

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

D. The CONSULTANT shall provide Certificates of Insurances indicating the aforesaid coverage.

E. CONSULTANT and Client each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the CONSULTANT and Client, they shall be borne by each party in proportion to its negligence.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond the CONSULTANT's reasonable control will require contract price and/or date of performance revisions to reflect such

changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

A. Notices to the CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
B. Notices to the Client shall be addressed to: **Brad Talley, Lafayette Renew Superintendent, 1700 Wabash Avenue, Lafayette, IN 47901.**

XII. GENERAL PROVISIONS

A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior of subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

XIII. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, the CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

XIV. NON-DISCRIMINATION The CONSULTANT agrees:

A. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;

C. That the Client may deduct from the amount payable to the CONSULTANT a penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;

D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XV. EMPLOYMENT ELIGIBILTY VERIFICATION

The CONSULTANT affirms it does not knowingly employ unauthorized aliens. The CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. The CONSULTANT shall not knowingly employ or contract with any unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person whom the CONSULTANT learns is an unauthorized alien. The CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to the CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. The CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

Client:
CITY OF LAFAYETTE
Board of Public Works

By: _____
Gary Henriott, President

_____
(Date)

By: _____
Norm Childress

_____
(Date)

By: _____
Amy Moulton

_____
(Date)

By: _____
Cindy Murray

_____
(Date)

By: _____
Ron Shriner

_____
(Date)

CONSULTANT:
VS ENGINEERING, INC.

By:
Sanjay B. Patel, P.E., President

_____
(Date)

By:
Andrew L. Bender, P.E., Vice President

_____
(Date)

EXHIBIT A-1
Scope of Services Summary

PROJECT DESCRIPTION

The CONSULTANT will provide the services of qualified engineers, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. Improvements are desired to reduce the frequency of stormwater flooding for the **Brady Lane Drainage Improvements (PROJECT)**.

Based on the CONSULTANT's understanding of the Client's desired project approach and scope limitations, improvements are anticipated to consist of the following:

A. The first location is located at the southwestern corner of the intersection of Brady Lane and Concord Road. The residence at the southwest corner of this intersection has flooding into the garage and adjoin house caused by street flow overtopping the curb and spilling down the driveway into their property. Improvements would include adjustment of the existing curb, connected sidewalk and drive approach, as well as evaluating the addition of storm drainage infrastructure to intercept flows and connect into an existing storm sewer trunk line located in Brady Lane.

SCOPE OF WORK

The CONSULTANT is pleased to present this proposal to the Client for drainage design and plan development.

A. Complete field work and processing for topographic survey for both identified locations
B. Identify desired improvements to protect existing infrastructure
C. Develop final plans and project manuals for drainage and paving improvements
D. Provide utility coordination and project management
E. Soliciting Quotes for two separate projects

TOPOGRAPHICAL SURVEY

See Exhibits A-2 for the provide survey scope of work.

DRAINAGE ANALYSIS AND DESIGN RECOMMENDATION

A. CONSULTANT shall evaluate design alternatives to the drainage problems of varying magnitudes and methods, including but not limited to a combination of improvements to paving and adjoining concrete curb, sidewalk and drive approaches, regrading of adjacent road right-of-way, and addition of stormwater infrastructure. CONSULTANT shall coordinate and discuss with Client during the evaluation to assist in identifying the most cost effective and feasible alternative. CONSULTANT shall prepare and submit a summary of the findings, accompanying cost comparisons, and recommendations for design.

FINAL PLANS AND SPECIFICATIONS

A. CONSULTANT shall plan, coordinate, monitor and document detailed design activities.

B. In accordance with the project's preliminary design task, the CONSULTANT shall perform a detailed design of the proposed PROJECT. As part of the detailed design phase, the CONSULTANT shall complete the plans to a point where a 90% Design Review may be held. Once all comments from the 90% Design Review meeting are addressed, final plans shall be completed. The following items may be included in the final plans:

Plan Document Items

1. Title Sheet

2. Index and General Notes
3. Traffic Maintenance Details
4. Plan and Profile Sheets
5. Detail Sheets
6. Construction Details
7. Grading Plan
8. Drainage Details
9. Erosion Control Plan and Details

Contract Documents

1. City of Lafayette standards and specifications shall be the basis of design and documents. CONSULTANT shall provide to the Client any supplemental technical specifications necessary to cover all design elements as well as identify project quantities and Pay Items to be used.

C. CONSULTANT shall complete the necessary permitting to construct the project.

D. CONSULTANT shall be responsible for all hydrologic and hydraulic calculations required to complete all applicable permits from regulatory agencies.

E. CONSULTANT shall provide the Client with the estimates of probable construction costs of the PROJECT. CONSULTANT shall advise Client of any adjustments to the probable construction costs and provide design options, if any, to remain within the total project budget.

F. Review of project documents shall be completed by Client or Client's representative. Comments shall be generated and resolved accordingly between the parties at each submittal stage.

G. CONSULTANT shall deliver to Client the following items as final design documents that shall become the property of Client:

1. Two (2) sets of original As-Bid reproducible tracings of the contract plans including addenda on standard 11"x17" sheets
2. Two (2) copies of the final contract documents.
3. One (1) copy of final contract documents and contract plans in Adobe PDF format.

PROJECT MANAGEMENT AND UTILITY COORDINATION

A. CONSULTANT will provide monthly updates to the Client. Updates can be coordinated to be provided prior to relevant Board of Works meetings.

B. CONSULTANT to coordinate timely submittals and schedule face to face meetings with Client to discuss comments from submittal reviews.

C. CONSULTANT shall be responsible for all coordination with utilities.

D. CONSULTANT shall coordinate a minimum of one (1) meeting with utility companies before advertising for soliciting quotes occurs.

E. CONSULTANT shall provide utilities with plans and specifications in sufficient detail that the utilities may relocate their facilities without conflicting with the PROJECT.

SOLICITING QUOTES

A. CONSULTANT shall assist the Client in addressing bidder's questions for the two soliciting of

quotes for **Brady Lane Drainage Improvements** and **Mulberry Drive Drainage Improvements** and submit information for addenda with applicable design modifications prior to bid opening date. Client will distribute Notice to Bidders; distribute plans and complete bid collection and opening. Client will address bidder's questions and submit information for addenda (if needed). Client will discuss any design modifications with the CONSULTANT prior to finalizing said modifications.

B. CONSULTANT shall assist the Client in review of quotes. A bid tabulation, evaluation, and recommendation for award shall be completed.

ADDITIONAL SERVICES

Services that may be required in the future for the project completion, but are not included in this scope of services, can be performed by The CONSULTANT upon execution of a supplemental agreement. These services include:

1. Location Control Route Survey Plat
2. Wetland Delineation
3. Permitting (assumed Rule 5 is not required due to less than 1 acre of disturbed area)
4. Stakeholder Meetings and or Public Information Meeting
5. Location Control Route Survey Plat
6. Right of Way Engineering and acquisition services
7. Geotechnical Investigation and/or Pavement Coring
8. Construction Observation

SCHEDULE AND FEE SUMMARY

In consideration for the scope of services stated in Exhibit A-1 The CONSULTANT requests to be compensated on an Hourly basis Not to Exceed the below task amounts. Project schedules are provided below.

Brady Lane Drainage Improvements and Mulberry Drive Drainage Improvements

Description	Schedule	Amount
Survey-Brady Lane	60 days from NTP	$5,800.00
Drainage Analysis and Design Recommendations (2 projects)	75 days from NTP	$3,200.00
Final Plans and Specifications (2 projects)	120 days from NTP	$10,500.00
Project Management and Utility Coordination	120 days from NTP	$5,000.00
Soliciting Quotes Phase Services (2 quotes)	150 days from NTP	$4,000.00
Total =		**$28,500**

VS ENGINEERING, INC. HOURLY
BILLING RATES
Brady Lane Drainage Improvements
and
Mulberry Drive Drainage Improvements
City of Lafayette, Indiana

CLASSIFICATION	CURRENT BILLING RATE
Project Manager II	$228.00
Project Manager I	$173.00
Engineer III	$149.00
Engineer II	$128.00
Engineer I	$114.00
Project Scientist II	$128.00
Project Surveyor II	$149.00
Survey Party Chief	$105.00
Survey Technician II	$95.00
Survey Technician I	$75.00
CADD Technician II	$98.00
CADD Technician I	$74.00
Administrative Assistant	$68.00
Project Principal	$261.00

1/30/2019

EXPENSE	CURRENT RATE
Mileage	At Current IRS Rate
Subconsultants	At Cost
Direct Expenses	At Cost

Exhibit A-2

VS ENGINEERING

4275 North High School Road, Indianapolis, IN 46254
317.293.3542
www.vsengineering.com

SCOPE OF SERVICES

Date of Proposal: September 18, 2019

Project Description: Brady Lane and Concord Road Drainage Improvements
Lafayette, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified in the attached Fee Justification (See Attachment No. 2).

Field Surveying Services

BASIC SERVICES

A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. This proposal does not include preparation of a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

B. Electronic files including the following shall be prepared and submitted by VS as directed by client:

1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg format
2. 1-foot contours in AutoCAD Civil 3D .dwg format
3. TIN used to create contours as derived from AutoCAD Civil 3D in .xml format
4. Electronic points file(s) in .txt format.
5. Survey Book in .pdf format.

C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See Attachment No. 1)

Brady Lane

Beginning at the centerline of the southbound lane of Concord Road, survey west 350 feet. The width of survey on the south side of Brady Lane will be 75 feet from the centerline of the eastbound lane of Brady Lane.

Total survey includes 350 lineal feet roadway by the widths described above.

D. Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by the client prior to distribution.

E. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Tippecanoe County Zone of the Indiana Geospatial Coordinate System will be used.

F. Locate NGS, DNR or Tippecanoe County benchmarks and transfer elevation to the site via GPS.

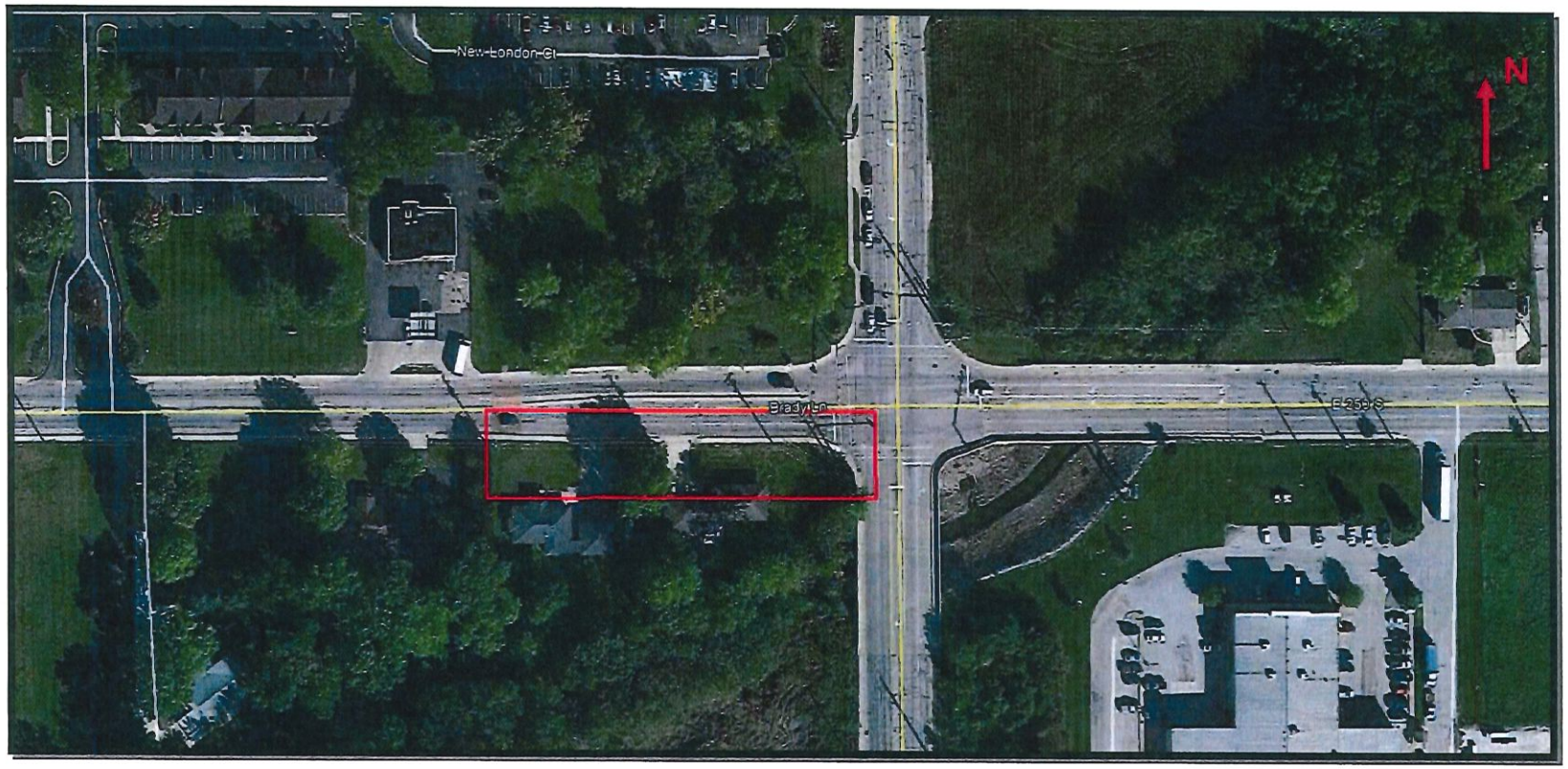
G. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VS shall provide listing of all utilities and all information available for that utility including address, and telephone number.

H. Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size, <u>except in heavily wooded areas.</u>

I. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using Microstation and InRoads and shall submit a hard copy together with electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

P:\Management\Survey\Proposals\2019\VSE\Lafayette Drainage\Concord and Brady\Concord_Brady Drainage - Survey Scope.doc

Attachment No. 1



Survey Limits – Brady Lane and Concord Road Drainage Improvements

VS ENGINEERING MAN-HOUR FEE JUSTIFICATION

ATTACHMENT NO. 2
PAGE 1 OF 1
9/18/2019

PROJECT: Brady Lane and Concord Road Drainage Improvements
Lafayette, IN

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	N/a			
Subdivision Plats				
Owners Names and Addresses				
Mailings				
Deeds				
Section Corner Ties				
Plans				
Surveys				
Utility Coordination				
Locate Tickets	1		1	
Follow - Up Verification		1		
Vertical Control				
Bench Level Circuit	2	4	4	
Horizontal Control				
Main Line Traverse	2	2	2	
Section Corner & Alignment Recon	N/a			
Topography / Elevations				
Topographic Data Collection	2	6	6	
Structure Details		2	2	
Route Survey & Field Book Preparation				
Alignment Calculation	N/a			
Property Line Determination				
Topography (CAD Drawing)	2		4	
Control Point References & TBM Descriptions		1	1	
Route Survey	Not Included			
Field Book	4		6	
Travel				
Travel Time		4	4	
Total Hours	13	20	30	63
Average Weighted Hourly Rate	$ 131.23	$ 89.59	$ 67.58	
Total Salary Cost	$ 1,705.99	$ 1,791.80	$ 2,027.40	$ 5,525.19
Direct Cost (See below)				$ 327.30
Total				$ 5,852.49
Engineering Survey Fee				**$ 5,800.00**

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	$0.38/mile	335	$ 127.30
Lodging (Per Person / Day)	$90/person		$ -
Per Diem (Per Person / Day)	$26/person		$ -
Reproductions/Copies/Materials/Postage	LS	1	$ 200.00
		TOTAL	$ 327.30

P:\Management\Survey\Proposals\2019\VSE\Lafayette Drainage\Concord and Brady\Concord_Brady Drainage - Survey Fee.xls

VS ENGINEERING

4275 North High School Road, Indianapolis, IN 46254
317.293.3542
www.vsengineering.com

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this _____ day of_____, 2019, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the "CONSULTANT" located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and the Lafayette Board of Works, hereinafter called "Client," located at 20 N. 6th Street, Lafayette, IN 47901.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana; WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire the CONSULTANT to perform **Mulberry Drive Drainage Scoping Report** projects, as set forth herein; and WHEREAS, the CONSULTANT desires to assist the Client as provided herein; NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and the CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A-1, attached to this Agreement.

II. COMPENSATION

A. The CONSULTANT shall be compensated as set forth in Exhibit B, referencing hourly rates as shown in Exhibit C, for services rendered under this Agreement.

B. The CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to the CONSULTANT within 30 days of the date of each invoice.

C. If the Client does not make payment in full to the CONSULTANT within 90 days of the date of an invoice, The CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, The CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

The CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that The CONSULTANT's work and the completion thereof may be conditioned upon Client's review of the CONSULTANT's work and/or the timely performance and completion of certain activities by Client. The CONSULTANT shall not be held liable for delays in performance of services hereunder that arise from causes beyond the CONSULTANT's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

A. Client shall identify and coordinate all services to be performed hereunder.

B. Client will verify that the CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide the CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by the CONSULTANT to be

performed hereunder.

C. Client shall upon execution of the Agreement, designate **Brad Talley,** as coordinator of the project described herein and of the professional services to be performed under this Agreement.

D. Client shall provide the CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that the CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, the CONSULTANT's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. The Agreement may be terminated by the Client for convenience upon thirty (30) days written notice to CONSULTANT. The CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay the CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE AND INDEMNIFICATION

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

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

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Client.

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

D. The CONSULTANT shall provide Certificates of Insurances indicating the aforesaid coverage.

E. CONSULTANT and Client each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the CONSULTANT and Client, they shall be borne by each party in proportion to its negligence.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond the CONSULTANT's

reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

A. Notices to the CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
B. Notices to the Client shall be addressed to: **Brad Talley, Lafayette Renew Superintendent, 1700 Wabash Avenue, Lafayette, IN 47901.**

XII. GENERAL PROVISIONS

A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior of subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.
D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

XIII. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, the CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

XIV. NON-DISCRIMINATION The CONSULTANT agrees:

A. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;

C. That the Client may deduct from the amount payable to the CONSULTANT a penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;

D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XV. EMPLOYMENT ELIGIBILTY VERIFICATION

The CONSULTANT affirms it does not knowingly employ unauthorized aliens. The CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. The CONSULTANT shall not knowingly employ or contract with any unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person whom the CONSULTANT learns is an unauthorized alien. The CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to the CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. The CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

Client:
CITY OF LAFAYETTE
Board of Public Works

By: _____
Gary Henriott, President

_____
(Date)

By: _____
Norm Childress

_____
(Date)

By: _____
Amy Moulton

_____
(Date)

By: _____
Cindy Murray

_____
(Date)

By: _____
Ron Shriner

_____
(Date)

CONSULTANT:
VS ENGINEERING, INC.

By:
Sanjay B. Patel, P.E., President

_____
(Date)

By:
Andrew L. Bender, P.E., Vice President

_____
(Date)

EXHIBIT A-1
Scope of Services Summary

PROJECT DESCRIPTION

The CONSULTANT will provide the services of qualified engineers, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. This scope includes a drainage analysis directed to reduce frequency of stormwater flooding and resulting damages to property at 3617 Mulberry Drive within the City of Lafayette. The project is known as the **Mulberry Drive Drainage Scoping Report (PROJECT)**. See attachment A-2 for the project area.

Based on the CONSULTANT's understanding of the Client's desired project approach and scope limitations, improvements are anticipated to consist of the following:

A. The second location is found at 3617 Mulberry Drive between Pine Street to the east and Redwood Lane to the west. Stormwater runoff sheet flows across the road and floods the residence, which is significantly lower than the adjacent roadway. Potential solutions include addition of curb, regrading of the existing right of way, and installation of storm water infrastructure to intersect, collect, and safely redirect historic drainage patterns away from existing properties being negatively impacted by existing conditions.

SCOPE OF WORK

The CONSULTANT is pleased to present this proposal to prepare a scoping report, memorandum, or similar document for the noted project area. The document will review the hydrology and hydraulics of the area.

TOPOGRAPHICAL SURVEY

Not included.

DRAINAGE ANALYSIS AND DESIGN RECOMMENDATION

A. CONSULTANT shall evaluate design alternatives to the drainage problems of varying magnitudes and methods, including but not limited to a combination of improvements to paving and adjoining concrete curb, sidewalk and drive approaches, regrading of adjacent road right-of-way, and addition of stormwater infrastructure. CONSULTANT shall coordinate and discuss with Client during the evaluation to assist in identifying the most cost effective and feasible alternative.

B. CONSULTANT shall prepare and submit a summary of the findings, accompanying cost comparisons, and recommendations for design.

PROJECT MANAGEMENT AND UTILITY COORDINATION

A. CONSULTANT will provide monthly updates to the Client. Updates can be coordinated to be provided prior to relevant Board of Works meetings.

B. CONSULTANT to coordinate timely submittals and schedule face to face meetings with Client to discuss comments from submittal reviews.

C. CONSULTANT shall be responsible for all coordination with utilities.

D. CONSULTANT shall coordinate a minimum of one (1) meeting with utility companies before advertising for soliciting quotes occurs.

E. CONSULTANT shall provide utilities with plans and specifications in sufficient detail that the

utilities may relocate their facilities without conflicting with the PROJECT.

ADDITIONAL SERVICES

Services that may be required in the future for the project completion, but are not included in this scope of services, can be performed by The CONSULTANT upon execution of a supplemental agreement. These services include:

1. Plan development services
2. Utility Coordination
3. Location Control Route Survey Plat
4. Wetland Delineation
5. Permitting (assumed Rule 5 is not required due to less than 1 acre of disturbed area)
6. Stakeholder Meetings and or Public Information Meeting
7. Location Control Route Survey Plat
8. Right of Way Engineering and acquisition services
9. Geotechnical Investigation and/or Pavement Coring
10. Construction Observation

SCHEDULE AND FEE SUMMARY

In consideration for the scope of services stated in Exhibit A-1 The CONSULTANT requests to be compensated on an Hourly basis Not to Exceed the below task amounts. Project schedules are provided below.

Brady Lane Drainage Improvements and Mulberry Drive Drainage Improvements

Description	Schedule	Amount
Drainage Analysis and Design Recommendations (2 projects)	75 days from NTP	$8,500
Project Management and Invoicing	120 days from NTP	$1,000
Total =		**$9,500**

VS ENGINEERING, INC. HOURLY
BILLING RATES
Brady Lane Drainage Improvements
and
Mulberry Drive Drainage Improvements
City of Lafayette, Indiana

CLASSIFICATION	CURRENT BILLING RATE
Project Manager II	$228.00
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Engineer II	$128.00
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Survey Technician II	$95.00
Survey Technician I	$75.00
CADD Technician II	$98.00
CADD Technician I	$74.00
Administrative Assistant	$68.00
Project Principal	$261.00

1/30/2019

EXPENSE	CURRENT RATE
Mileage	At Current IRS Rate
Subconsultants	At Cost
Direct Expenses	At Cost

Attachment A-2
Mulbery Drainage Problem Area
Legend
3617 Mulberry Dr
Mulberry Drive Project Area
Mulberry Dr
3617 Mulberry Dr
Pine Ln
Pine St
Twin Oaks Ln
Google Earth
© 2018 Google
900 ft

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 13 PAGES, AND EXCEPT FOR VOUCHERS NOT ALLOWED AS SHOWN ON THE REGISTER, SUCH VOUCHERS ARE HEREBY ALLOWED IN THE TOTAL AMOUNT OF $394,946.40 DATED THIS DAY OF FEBRUARY 11, 2020. APPROVED BY STATE BOARD OF ACCOUNTS IN 2000 FOR THE CITY OF LAFAYETTE.

_____ _____

_____ _____

_____ _____

_____ _____

Invoices to be Approved 2/11/2020

Manuals/Wires						
Centier Bank Workman's Comp	$	9,294.59				
Horizon Bank	$	8,846.00				
Regions Bank	$	117,556.59				
			$	135,697.18		
Invoices						
Chase Bank	$	211,612.65				
Horizon Bank	$	46,865.55				
Old National Loeb Bond	$	771.02				
Total Invoices			$	259,249.22		
Grand Total					$	394,946.40

Board List by Voucher

Board: BW021120 2/11/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7696	JWF SPECIALITY COMPANY	01292020	INV	2/11/2020	9,294.59	WORK COMP 1/29/2020
			Board Total		**9,294.59**	

Board List by Voucher

Board: BW020520 2/4/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
7830	THE BANK OF NEW YORK TRUST CO	TRANF 012020	INV	2/4/2020	8,846.00	MONTHLY TRANSFER OF SRF PAYMENTS
			Board Total		**8,846.00**	

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2

Board List by Voucher

Board: PR013020 1/31/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
3667	PERF	101418	INV	1/31/2020	117,556.59	Payroll Run 1 - Warrant 013120
			Board Total		**117,556.59**	

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3

Board List by Voucher

Board: BW021120 2/11/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
2700	RELIABLE EXTERMINATORS INC	191580	INV	2/11/2020	32.00	PEST CONTROL FLEET
8681	CINTAS CORPORATION NO 2	4039621463	INV	2/11/2020	184.53	UNIFORMS FLEET
2770	ROWE TRUCK EQUIPMENT INC	280769	INV	2/11/2020	11.00	AUTO PARTS 2183
1700	LAFAYETTE WAREHOUSE INC	02QM7486	INV	2/11/2020	142.49	AUTO PARTS F-28
790	DEFOUW CHEVROLET INC	6037923	INV	2/11/2020	46.95	ALIGNMENT F-28
1700	LAFAYETTE WAREHOUSE INC	02QM7458	INV	2/11/2020	84.57	AUTO PARTS STOCK
3446	WIERS INTERNATIONAL TRUCKS	20P41508	INV	2/11/2020	2,427.20	AUTO PARTS 2023
1700	LAFAYETTE WAREHOUSE INC	02QM7452	INV	2/11/2020	19.91	AUTO PARTS
1700	LAFAYETTE WAREHOUSE INC	02QM8079	CRM	2/11/2020	-19.91	CREDIT
3440	VON TOBEL CORPORATION	9084462	INV	2/11/2020	35.94	AUTO PARTS 31156
1780	LAFAYETTE HARDWARE INC	3142122	INV	2/11/2020	8.80	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM9001	INV	2/11/2020	9.27	AUTO PARTS 702
10096	POMP'S TIRE SERVICE INC	910104564	INV	2/11/2020	759.30	TIRES STOCK
10096	POMP'S TIRE SERVICE INC	910104739	INV	2/11/2020	60.00	TIRE/TUBE MOUNTING COMPOUND
1740	SCHEID DIESEL SERVICE CO INC	L539830	INV	2/11/2020	1,314.42	AUTO PARTS 2183
1740	SCHEID DIESEL SERVICE CO INC	CML539830	CRM	2/11/2020	-250.00	CREDIT
10096	POMP'S TIRE SERVICE INC	910104689	INV	2/11/2020	1,155.60	TIRES STOCK
1700	LAFAYETTE WAREHOUSE INC	02QM9465	INV	2/11/2020	13.33	AUTO PARTS 551
1700	LAFAYETTE WAREHOUSE INC	02QM9453	INV	2/11/2020	216.38	AUTO PARTS STOCK
2770	ROWE TRUCK EQUIPMENT INC	280880	INV	2/11/2020	34.92	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QN0124	INV	2/11/2020	1,131.00	FLUIDS FOR STOCK

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Board List by Voucher

Board: BW021120 2/11/2020

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

1780	LAFAYETTE HARDWARE INC	3142019	INV	2/11/2020	120.00	BOLTS & NUTS FOR TRAFFIC SIGNS
10296	BPI ENTERPRISES LLC	P22951745	INV	2/11/2020	28.08	BATTERIES FOR FLASHERS
8685	BRENNECO FIRE PROTECTION INC	28110	INV	2/11/2020	1,859.20	SPRINKLER ISSUES AT #5
1780	LAFAYETTE HARDWARE INC	3142269	INV	2/11/2020	6.75	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3142230	INV	2/11/2020	1.54	AUTO PARTS STOCK
1780	LAFAYETTE HARDWARE INC	3142270	INV	2/11/2020	12.94	AUTO PARTS 15143
1700	LAFAYETTE WAREHOUSE INC	02QN0801	CRM	2/11/2020	-16.00	CREDIT
7080	NEWTON OIL COMPANY INC	086252	INV	2/11/2020	76.45	WINDSHIELD WIPER FLUID
1700	LAFAYETTE WAREHOUSE INC	02QN0328	INV	2/11/2020	74.49	AUTO PARTS 1199
1700	LAFAYETTE WAREHOUSE INC	02QN0349	INV	2/11/2020	94.91	AUTO PARTS 99
1700	LAFAYETTE WAREHOUSE INC	02QN1261	INV	2/11/2020	42.31	AUTO PARTS 99
1740	SCHEID DIESEL SERVICE CO INC	L540021	INV	2/11/2020	158.89	AUTO PARTS STOCK
1270	HALEY'S LOCK SAFE & KEY SERVICE INC	107370	INV	2/11/2020	5.20	AUTO PARTS 14116
10096	POMP'S TIRE SERVICE INC	910104817	INV	2/11/2020	117.50	TIRE DISPOSAL FEE 6000 3500
1700	LAFAYETTE WAREHOUSE INC	02QN1821	INV	2/11/2020	7.54	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QN1789	INV	2/11/2020	185.33	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QN1805	INV	2/11/2020	40.00	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QN1790	INV	2/11/2020	31.55	AUTO PARTS 2820
1700	LAFAYETTE WAREHOUSE INC	02QN1822	INV	2/11/2020	34.95	AUTO PARTS 99
7080	NEWTON OIL COMPANY INC	086164	INV	2/11/2020	223.60	FLOOR DRY FOR #7
10674	RPM MACHINERY LLC	W05807	INV	2/11/2020	3,316.67	REPAIR ENGINE 1644

Board List by Voucher

Board: BW021120 2/11/2020

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

375	BEST EQUIPMENT CO INC	SI196674	INV	2/11/2020	416.42	AUTO PARTS 1892
375	BEST EQUIPMENT CO INC	SI196688	INV	2/11/2020	141.15	AUTO PARTS 1891
1700	LAFAYETTE WAREHOUSE INC	02QN1893	INV	2/11/2020	115.15	AUTO PARTS 99
1700	LAFAYETTE WAREHOUSE INC	02QN2469	CRM	2/11/2020	-56.25	CREDIT
10096	POMP'S TIRE SERVICE INC	910104841	INV	2/11/2020	1,663.50	REPLACE TIRES 450
1700	LAFAYETTE WAREHOUSE INC	02QN1984	INV	2/11/2020	37.10	AUTO PARTS 11-206
1700	LAFAYETTE WAREHOUSE INC	02QN2743	INV	2/11/2020	20.77	AUTO PARTS 14116
3446	WIERS INTERNATIONAL TRUCKS	20P41630	INV	2/11/2020	848.32	AUTO PARTS 2080
7080	NEWTON OIL COMPANY INC	086377	INV	2/11/2020	9,862.15	FUEL
7080	NEWTON OIL COMPANY INC	086379	INV	2/11/2020	7,112.28	FUEL
12039	D&D NAPA INC	720092	INV	2/11/2020	79.76	AUTO PARTS 14116
1700	LAFAYETTE WAREHOUSE INC	02QN3491	INV	2/11/2020	16.73	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QN3222	INV	2/11/2020	158.40	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QN3279	INV	2/11/2020	6.85	AUTO PARTS 6103
2770	ROWE TRUCK EQUIPMENT INC	281104	INV	2/11/2020	8.57	AUTO PARTS 2080
1700	LAFAYETTE WAREHOUSE INC	02QN3985	INV	2/11/2020	44.76	AUTO PARTS STOCK
1700	LAFAYETTE WAREHOUSE INC	02QN3905	INV	2/11/2020	22.38	AUTO PARTS STOCK
10096	POMP'S TIRE SERVICE INC	910104855	INV	2/11/2020	60.96	RECONDITION RIMS 551
375	BEST EQUIPMENT CO INC	SI196685	INV	2/11/2020	55.79	AUTO PARTS 1892
1700	LAFAYETTE WAREHOUSE INC	02QN4612	INV	2/11/2020	37.36	AUTO PARTS STOCK
10096	POMP'S TIRE SERVICE INC	910104914	INV	2/11/2020	60.25	TIRE STOCK
10674	RPM MACHINERY LLC	P21206	INV	2/11/2020	357.00	AUTO PARTS 1160

Board List by Voucher

Board: BW021120 2/11/2020

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

10674	RPM MACHINERY LLC	P21207	INV	2/11/2020	94.00	AUTO PARTS 1160
8681	CINTAS CORPORATION NO 2	4040229644	INV	2/11/2020	184.53	UNIFORMS FLEET
9336	ADVANCE REPAIR & MACHINING INC	I-38995	INV	2/11/2020	145.26	AUTO PARTS 2183
1780	LAFAYETTE HARDWARE INC	3142643	INV	2/11/2020	23.63	AUTO PARTS STOCK
2240	MULHAUPT'S INC	0111064-IN	INV	2/11/2020	924.00	2020 MONITORING FEE LPD TRAINING CENTER
16223	LACAL EQUIPMENT INC	0314968-IN	INV	2/11/2020	350.82	AUTO PARTS STOCK
16223	LACAL EQUIPMENT INC	0315142-IN	INV	2/11/2020	130.00	AUTO PARTS STOCK
6539	TEC PROFESSIONALS INC	00047350	INV	2/11/2020	111.06	AUTO PARTS 2183
12085	WAYMIRE'S AUTO PARTS & SERVICE INC	10867	INV	2/11/2020	459.25	AUTO PARTS FD81
190	APPLIED INDUSTRIAL TECHNOLOGIES INC	7017981582	INV	2/11/2020	69.39	AUTO PARTS STOCK
9336	ADVANCE REPAIR & MACHINING INC	I-39075	INV	2/11/2020	321.34	AUTO PARTS 2183
9336	ADVANCE REPAIR & MACHINING INC	I-39088	INV	2/11/2020	393.24	AUTO PARTS 1891
6539	TEC PROFESSIONALS INC	00047359	INV	2/11/2020	410.94	AUTO PARTS 14128
6539	TEC PROFESSIONALS INC	00047468	INV	2/11/2020	67.85	AUTO PARTS FD87
9336	ADVANCE REPAIR & MACHINING INC	I-39107	INV	2/11/2020	144.16	AUTO PARTS 1891
375	BEST EQUIPMENT CO INC	SI196725	INV	2/11/2020	137.49	AUTO PARTS 31157
1509	JIM'S GARAGE INC	515291	INV	2/11/2020	30.00	TIRE CHANGE 16-4
1509	JIM'S GARAGE INC	515347	INV	2/11/2020	30.00	FLAT TIRE SERVICE 711
1700	LAFAYETTE WAREHOUSE INC	01QN3268	INV	2/11/2020	7.74	AUTO PARTS FD59
1509	JIM'S GARAGE INC	515401	INV	2/11/2020	30.00	MOVE VEHICLE 99-118
2350	RAY O'HERRON CO INC	1971381-IN	INV	2/11/2020	7,576.65	2019 NEW VESTS

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Board List by Voucher

Board: BW021120 2/11/2020

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

1237	GREENSCHEMES INC	01-20-111	INV	2/11/2020	171.00	CITY HALL PLANT CARE
10437	ALL-STAR ELECTRONIC SECURITY SYSTEMS INC	29010	INV	2/11/2020	684.00	LAFAYETTE THEATER FIRE MONITORING
2240	MULHAUPT'S INC	723891	INV	2/11/2020	1,500.00	ACCESIBLE DOOR CLOSER AT DEPOT
8681	CINTAS CORPORATION NO 2	4038954133	INV	2/11/2020	10.00	UNIFORM RENTAL FACILITIES
8681	CINTAS CORPORATION NO 2	4039620883	INV	2/11/2020	10.00	UNIFORM RENTAL FACILITIES
8681	CINTAS CORPORATION NO 2	4040229081	INV	2/11/2020	10.00	UNIFORM RENTAL FACILITIES
2240	MULHAUPT'S INC	0111007-IN	INV	2/11/2020	408.00	2020 MONITORING FEE RIEHLE PLAZA
2240	MULHAUPT'S INC	0111020-IN	INV	2/11/2020	408.00	2020 MONITORING FEE 5 PTS FIRE MUSEUM
2350	RAY O'HERRON CO INC	2002742-CM	CRM	2/11/2020	-260.00	CREDIT FOR RETURN ON INVOICE 1942042
8681	CINTAS CORPORATION NO 2	4040223258	INV	2/11/2020	41.66	RUGS FOR TC
14686	WATERLOGIC USA INC	CNIV796161	INV	2/11/2020	227.34	WATER COOLER AGREEMENT
14371	MAGIC GLASS HOLDINGS LLC	62662	INV	2/11/2020	20.00	AUTO PARTS 31156
12016	MARLOW WHITE UNIFORMS	INV0917323	INV	2/11/2020	3,432.00	8 OVERCOATS FOR HONOR GUARD
2240	MULHAUPT'S INC	0111127-IN	INV	2/11/2020	688.00	2020 MONITORING FEE FLEET
7080	NEWTON OIL COMPANY INC	086325	INV	2/11/2020	282.40	FLUIDS FOR STOCK
13898	GRANT C LEROUX	01192020	INV	2/11/2020	100.00	PACKTRACK SUBSCRIPTION REIMBURSEMENT
2700	RELIABLE EXTERMINATORS INC	191238	INV	2/11/2020	26.00	JAN PEST CTRL - #1
2700	RELIABLE EXTERMINATORS INC	189756	INV	2/11/2020	26.00	DEC PEST CTRL - #2
2700	RELIABLE EXTERMINATORS INC	191546	INV	2/11/2020	26.00	JAN PEST CTRL - #5
2700	RELIABLE EXTERMINATORS INC	190178	INV	2/11/2020	110.00	QUART BED BUG INSP - #6
2700	RELIABLE EXTERMINATORS INC	191702	INV	2/11/2020	26.00	JAN PEST CTRL - #6

Board List by Voucher

Board: BW021120 2/11/2020

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

2700	RELIABLE EXTERMINATORS INC	188329	INV	2/11/2020	26.00	NOV PEST CTRL - #8
2700	RELIABLE EXTERMINATORS INC	190418	INV	2/11/2020	26.00	DEC PEST CTRL - #8
2700	RELIABLE EXTERMINATORS INC	190420	INV	2/11/2020	150.00	QUART BED BUG INSP - #8
2700	RELIABLE EXTERMINATORS INC	191949	INV	2/11/2020	24.00	JAN PEST CTRL - #9
2700	RELIABLE EXTERMINATORS INC	191952	INV	2/11/2020	30.00	JAN PEST CTRL - TC
2700	RELIABLE EXTERMINATORS INC	192135	INV	2/11/2020	26.00	JAN PEST CTRL - #8
15869	NATIONAL ASSOCIATION FOR THE ADVANCEMENT	12072019	INV	2/11/2020	480.00	NAACP 2019 FREEDOM FUND DINNER - 1 TABLE
1700	LAFAYETTE WAREHOUSE INC	02QN2043	INV	2/11/2020	118.55	AUTO PARTS 11-203
1700	LAFAYETTE WAREHOUSE INC	02QO0624	CRM	2/11/2020	-118.55	CREDIT
2700	RELIABLE EXTERMINATORS INC	191751	INV	2/11/2020	130.00	QUART BED BUG INSP - #3
2700	RELIABLE EXTERMINATORS INC	191749	INV	2/11/2020	26.00	JANUARY PEST CTRL - #3
2700	RELIABLE EXTERMINATORS INC	191483	INV	2/11/2020	26.00	JAN PEST CTRL - #2
8622	FIGMENT GROUP INC	28251	INV	2/11/2020	500.00	ANNUAL FEE FOR CONSORTIUM/TPA SERVICES
9500	MUNICIPAL CODE CORPORATION	00338562	INV	2/11/2020	792.66	MUNICIPAL CODE SUPPLEMENT PAGES
15742	BBNH ENTERPRISES INC	20-020	INV	2/11/2020	949.00	ILEA BASIC COURSE TIER 1 DINNER SERVICE (2)
12642	MOVE OVER OUTFITTERS	5004	INV	2/11/2020	40.00	WHITE BOARD INSTALLATION IN DRONE VAN 19-5
12939	RADKIDS INC	2018-771	INV	2/11/2020	75.00	2020 ANNUAL RECERT FEE-AMANDA DECKARD
12939	RADKIDS INC	2018-1608	INV	2/11/2020	75.00	2020 ANNUAL RECERT FEE-SHANA WAINSCOTT
1730	LAFAYETTE COPIER INC/ECO SHRED	20891	INV	2/11/2020	45.00	LPD SECURITY CONSOLE
1453	STATE OF INDIANA	2020-089	INV	2/11/2020	1,090.00	TIER 1 BASIC COURSE-Z.CAIN & PARRETT
16458	BRYAN SIPPLE	245120519	INV	2/11/2020	35.00	REIMBURSE FOR CDL LICENSE

Board List by Voucher

Board: BW021120 2/11/2020

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

3349	UNITED PARCEL SERVICE INC	99X57X030	INV	2/11/2020	12.51	SHIPPING
3349	UNITED PARCEL SERVICE INC	99X57X020	INV	2/11/2020	15.82	SHIPPING
7026	VERIZON WIRELESS-MUNCIPAL	9846941515	INV	2/11/2020	487.90	MONTHLY CHARGES FIRE/WATER
16512	JUSTIN LEE SEABOLT	79D021903F400 0008	INV	2/11/2020	344.00	COURT ORDER LPD CASE 19-4304
16513	REGINALD WILLIAM WEBB	79D042001CM9 9	INV	2/11/2020	275.00	COURT ORDER LPD CASE 20-320
1582	RIETH-RILEY CONSTRUCTION CO INC	340379-05	INV	2/11/2020	122,961.98	2019 PAVING
1582	RIETH-RILEY CONSTRUCTION CO INC	340379-04	INV	2/11/2020	19,319.00	2019 PAVING
1582	RIETH-RILEY CONSTRUCTION CO INC	340379-6	INV	2/11/2020	9,154.03	2019 PAVING
			Board Total		**211,612.65**	

Board List by Voucher

Board: BW021120 2/11/2020

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

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
9024	BRENNTAG MID-SOUTH INC	BMS485236	INV	2/11/2020	4,873.71	FERRIC FOR TREATMENT
8681	CINTAS CORPORATION NO 2	4040229146	INV	2/11/2020	68.64	UNIFORMS - RENEW
8681	CINTAS CORPORATION NO 2	4040229565	INV	2/11/2020	269.03	UNIFORMS - RENEW
14686	WATERLOGIC USA INC	CNIV795549	INV	2/11/2020	179.00	SERVICE AGREEMENT ON WATER DISPENSERS
10874	GARDNER DENVER NASH LLC	901055402	INV	2/11/2020	8,899.36	ANNUAL BLOWER PM
9024	BRENNTAG MID-SOUTH INC	BMS486361	INV	2/11/2020	4,675.91	FERRIC FOR TREATMENT
1990	ASTBURY WATER TECHNOLOGY INC	221684	INV	2/11/2020	51.00	SAMPLE ANALYSIS - PLANT
150	B L ANDERSON CO INC	I3552	INV	2/11/2020	1,797.33	TROUBLESHOOT AND REPLACE TRANSDUCER AT ROME DRIVE
1387	HUSTON ELECTRIC INC	W35159	INV	2/11/2020	1,765.27	REWIRE BLOWER MOTOR AFTER REPAIR
16493	WASTE MANAGEMENT OF INDIANA LLC	7904077-0023-2	INV	2/11/2020	4,950.13	DISPOSAL OF STREET SWEEPINGS
7543	US AGGREGATES INC	22000899	INV	2/11/2020	1,040.60	#8 GRAVEL AND #73 CRUSHED STONE
9024	BRENNTAG MID-SOUTH INC	BMS488712	INV	2/11/2020	4,743.16	FERRIC FOR TREATMENT
8681	CINTAS CORPORATION NO 2	4040229655	INV	2/11/2020	129.17	UNIFORMS WWPL
3360	NUGENT INC	1310759	INV	2/11/2020	2,037.76	METER NUT REDUCERS
3360	NUGENT INC	1310862	INV	2/11/2020	1,495.00	INVENTORY
6245	ENVIRONMENTAL LABORATORIES INC	20305813	INV	2/11/2020	150.00	BACTERIA SAMPLING
6245	ENVIRONMENTAL LABORATORIES INC	20305930	INV	2/11/2020	150.00	BACTERIA SAMPLING
8098	PETTY CASH-SUSAN STEWART	013120	INV	2/11/2020	48.98	REPLENISH PETTY CASH
16509	WILLIAM C ROBINSON	S30TH PARCEL7	INV	2/11/2020	1,365.00	PARCEL 7-S 30TH DRAINAGE-TEMP RIGHT OF WAY

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Board List by Voucher

Board: BW021120 2/11/2020

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

6957	CHRISTOPHER B BURKE ENGINEERING LLC	17984	INV	2/11/2020	8,176.50	UTILITY SERVICE AREA 7 & UPPER ELLIOT DRAINAGE
			Board Total		**46,865.55**	

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Board List by Voucher

Board: BW021120 2/11/2020

Cash Account / Bank: 101099 - Cash-ONB 2019 LOEB

Vendor	Vendor Name	Invoice	Type	Due Date	Amount	Comment
8697	DUKE ENERGY INDIANA INC	94303163144 0120	INV	2/11/2020	771.02	2327 WALLACE AVE TEMP SERVICE FOR LOEB
			Board Total		**771.02**	

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CITY OF
LAFAYETTE

Columbia Street Banner Application

Please complete this application to request a banner across Columbia Street, between 3rd and 4th Street, in downtown Lafayette. Banners are hung for a two-week period. While we will do our best to accommodate your request, please be aware that with an abundance of community event banners we may not be able to give you the dates that you have requested. If the exact dates you requested are unavailable, we will contact you to find an agreeable solution.

There are a few steps we would like to make you aware of to make the process simple. Please follow the checklist below. As always, you may contact us with any questions.

1. Contact the City of Lafayette Clerk's Office to schedule installation. Banners are only installed and removed on Tuesday, so please schedule your dates accordingly. Please drop off the banner at the City of Lafayette Traffic Department located at 258 S. 3rd Street 765-807-1401 two (2) weeks prior to the date you would like to have the banner hung.

2. Request approval from the Lafayette Board of Works and Public Safety, (765) 807-1021.

3. Contact your insurance agent to request a Certificate of Insurance to be provided to the City of Lafayette Clerks Department.

4. Banner size is 4'X30', should be double sided and have grommets. A variety of local printing and graphics companies are available for printing, visit http://www.greaterlafayettecommerce.com/members/ and look for banners or printing.

5. **Installation Fee:** There is a $50 installation fee due at the time of submission to the City Clerk's Office.

Name: Cindy Murray

Organization: Stars | Stripes

Dates of Request: 6/30 -- 7/6 2020

Address: 20 N. 6th

Phone: 807-1021 Email: cmurray@lafayette.in.gov

*No political banner will be accepted.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2019

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

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

PRODUCER
Henriott Group, Inc.
Renaissance Place
250 Main Street, Suite 650
Lafayette IN 47901-1287

CONTACT NAME: Marci Kuhlman Account Manager
PHONE (A/C, No, Ext): (765) 429-5000 FAX (A/C, No): (765) 423-2599
E-MAIL ADDRESS: mkuhlman@henriott.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance	10677
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Stars and Stripes INC
Po Box 962
Lafayette IN 47902-0962

COVERAGES CERTIFICATE NUMBER: CL186506656 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC OTHER:			ENP 0333125	07/01/2018	07/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ENP 0333125	07/01/2018	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Greater Lafayette Commerce

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marci Kuhlman

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

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

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Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, Deputy Clerk

Date: _____