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: September 22, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

a. September 15, 2020

Documents:

09152020.pdf

BID OPENING

a. Brady Lane Drainage Improvements Project

NEW BUSINESS

Engineering

a. Change Order #4-Twyckenhan Blvd Reconstruction

Documents:

Change Order 4-Twyckenham Blvd.pdf

b. Change Order #1-2019 CDBG Curb, Sidewalk, Drive Approach And Ramp Replacement Project

Documents:

Change Order 1 - 2019 CDBG Curb, Ramp Replacement.pdf

c. Change Order #1-Haggerty Pointe Storm Sewer Extension Project

Documents:

Change Order 1-Haggerty Pointe Storm Sewer Extension.pdf

Economic Development

a. Historic Demolition Permit-1409 N. 15th Street (Garage Only)

Documents:

Historic Demolition Permit-1409 N. 15th Street.pdf

b. Contract With Greeley & Hansen For Climate Action Plan Project

Documents:

Contract-Lafayette CAP.pdf

Purchasing

a. Declaration Of Worthless Property-Fleet Maintenance

Documents:

Worthless Property-Fleet.pdf

CLAIMS

Animal Control Appeal-Nickoli

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
September 15, 2020

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, September 15, 2020 at 9:00 a.m. in the Common Council Chambers. Members present were: Cindy Murray, Norm Childress, Amy Moulton and Ron Shriner. Absent: Gary Henriott

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

Mrs. Murray 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 September 8, 2020 regular meeting. Mr. Childress seconded. Passed.

NEW BUSINESS

Engineering

Contract-Reclamite Asphalt Rejuvenation Agent

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of a Contract with RejuvTec, Inc. for the Reclamite Asphalt Rejuvenation Agency Project. The project will improve and extend the life of the pavement in various areas of the City of Lafayette where the pavement is within 1 to 5 years of having been paved. The project will provide coverage of 231,511.2 square yards of pavement for the estimated price of $266,237.88. Discussion ensued. Mr. Shriner moved for approval. Mr. Childress seconded. Passed.

Economic Development

Historic Demolition Permit-519 N. 11th Street (Garage Only)

John Collier, Economic Development, presented to the Board and recommended approval of a Historic Demolition Permit for 519 N. 11th Street Garage Only. Mr. Collier stated that Dann Keiser, Historic Preservation Officer, recommended upholding the 60-day waiting period. The property is within the Jefferson National Historic District. Mr. Childress moved to uphold the 60-day waiting period. Mr. Shriner seconded. Passed.

Lafayette Renew

Substantial Completion-Service Area 21 Water and Sewer Extension Phase 1

Brad Talley, Renew Superintendent, presented to the Board and recommended approval of a Substantial Completion for the Service Area 21 Water and Sewer Extension Phase 1 Project with Atlas Excavating. The substantial completion date is August 12, 2020. Mr. Talley gave an update on the project. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

Final Completion-Williams Street Sewer Project

Mr. Talley presented to the Board and recommended approval of a Final Completion for the Williams Street Sewer Project with Bowen Engineering. The final completion date is July 12, 2020. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of $3,833,131.69. Mrs. Murray asked if there were any further questions and there were none. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

MISCELLANEOUS

Special Event Request-Freeman Wedding Ceremony

Mrs. Murray presented to the Board and recommended approval of a Special Event Request for the Freeman Wedding Ceremony to be held on October 16, 2020 from 3:00pm-6:00pm on the John T. Myers Bridge. Mrs. Moulton moved for approval. Mr. Chidress seconded. Passed.

Time: 9:11 a.m.

BOARD OF PUBLIC WORKS AND SAFETY
Cindy Murray s/s
President Pro-Tem

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

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information Contract No.: R -37906 Letting Date:12/11/2019

District:CRAWFORDSVILLE DISTRICT AE:Seef, Erik PE/S:Del Real, Ramon Status:Pending

Change Order Information Change Order No.: 004 EWA: Y or Force Acct: N

Date Generated: 00/00/0000 Date Approved: 00/00/0000

Reason Code: CHANGED COND, Constructability Related

Description: Sidewalk alignment change (Hand Pour SW)

Original Contract Amount	$ 3,485,807.40	
Current Change Order Amount	$ 8,896.00	Percent: 0.255 %
Total Previous Approved Changes	$ 7,578.02	Percent: 0.217 %
Total Change To-Date	$ 16,474.02	Percent: 0.472 %
Modified Contract Amount	$ 3,502,281.42	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 4 SP Days Value $ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value $ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -37906
Project: 1401285 - State:140128500LC1
Change Order Nbr: 004
Change Order Description: Sidewalk alignment change (Hand Pour SW)
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0036	1401285	0036	604-06070	SYS	52.000	-278.000	C	Amount:$	-14,456.00

Item Description: SIDEWALK, CONCRETE
Supplemental Description1:
Supplemental Description2:

0133	1401285	0133	604-06070	SYS	84.000	278.000	C	Amount:$	23,352.00

Item Description: SIDEWALK CONCRETE
Supplemental Description1: 4 IN.
Supplemental Description2: HAND POURED FROM STA. 72+00 TO 77+00 A LT.

Total Value for Change Order 004 = $ 8,896.00

Milestone Time Adjustment

MileStone Nbr: 02
Milestone Description: INTERMEDIATE COMPLETION DATE
Original Completion dt: 10/03/2020 Adj compl dt 10/07/2020 Adj No. of Days 4
Explanation: Contractor requested 3 work days for hand forming and pouring the section of sidewalk moved to behind the existing trees.

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.

General or Standard Change Order Explanation

A section of sidewalk was moved further away from the road to keep snow from building up on it when the road is plowed thus making it safer for pedestrians. The contractor planned on slip-forming the sidewalk in this area and moving the sidewalk further away from the road made slip-forming no longer possible. The new item is to form and pour the sidewalk by hand. The unit price for the new item was compared per INDOT Memo 17-16 utilizing Unit Price Summary in SM Reports page and was found to be acceptable. A Change Order Request was received from the contractor and a Work Order was issued. The PM was notified. The work was requested by the owner and approved by the PS. This change will result in 4 calendar days being added to the contract.

Change Order Explanation for Specific Line Item

****

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

Contractor: Milestone Contractors LP Signed By:

Date: 9/16/2020

****

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

****

APPROVED FOR LOCAL PUBLIC AGENCY

Jeremy L. Grenard	City Engineer / ERC	9/16/2020
(SIGNATURE)	(TITLE)	(DATE)
(SIGNATURE)	(TITLE)	(DATE)

****

SUBMITTED FOR CONSIDERATION

PE/S _____

****

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

CITY OF LAFAYETTE

Engineering Department

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

CHANGE ORDER #1 (FINAL)

The following change is authorized to the agreement dated, **March 3, 2020** for work performed on the **2019 CDBG CURB, SIDEWALK, DRIVE APPROACH AND RAMP REPLACEMENT PROJECT:**

Description of Change	Reason for Change	Change in Cost (+ / -)
Item 1: Additional curb and sidewalk	**Change in Scope:** Contractor directed to replace additional curb and sidewalk	**$ 8,341.25 +**

Contract Amount (Original)	$	227,248.25
Previous changes	$	0.00
This change	$	8,341.25 +
Revised Contract Amount	**$**	**235,589.50**

Net change (all change orders) 3.7% of contract

Signed: Jeromy L. Grenard Date: 9/17/2020
Jeromy L. Grenard, PE
City Engineer

Signed:_____ Date:_____
Tom Dixon
Dixon Construction

Approved by the Board of Public Works and Safety on the 22nd day of September, 2020.

_____
Gary Henriott, President

_____
Norm Childress, member

_____
Cindy Murray, member

_____
Amy Moulton, member

_____
Ron Shriner, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

CITY OF LAFAYETTE

Engineering Department

20 North 6th Street • Lafayette, Indiana 47901-1412
Phone 765-807-1050 • FAX 765-807-1049

CHANGE ORDER #1 (FINAL)

The following change is authorized to the agreement dated, **June 16, 2020** for work performed on the **HAGGERTY POINTE STORM SEWER EXTENSION PROJECT:**

Description of Change	Reason for Change	Change in Cost (+ / -)
Item 1: Balancing of quantities	**Balancing of quantities**	**$ 9,288.91 -**

Contract Amount (Original)	$	341,372.00
Previous changes	$	0.00
This change	$	9,288.91 -
Revised Contract Amount	**$**	**332,083.09**

Signed: Jeromy L. Grenard Date: 9/17/2020
Jeromy L. Grenard, PE
City Engineer

Signed:_____ Date:_____
Greg Kuns
F&K Construction

Approved by the Board of Public Works and Safety on the 22nd day of September, 2020.

_____
Gary Henriott, President

_____
Norm Childress, member

_____
Cindy Murray, member

_____
Amy Moulton, member

_____
Ron Shriner, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

CITY OF
LAFAYETTE

Economic Development Department

515 Columbia Street • Lafayette, Indiana 47901-1433
Phone 765-807-1090 • www.lafayette.in.gov

Demolition of an Historic Structure Memo

To: Lafayette Board of Public Works and Safety
From: John D. Collier, Assistant Director of Economic Development jdc
Re: 1409 N. 15th Street – Demolition of Garage Only
Date: September 15, 2020

On behalf of the property owner of 1409 N. 15th Street, contractor Wesley Darnell has applied for an improvement location permit to demolish the garage at this address. Because the property is listed as "Contributing" in the Tippecanoe County Interim Report of Historic Sites and Structures this demolition request has been reviewed by Dann Keiser, Lafayette Historic Preservation Officer, who determined that the loss of the garage would be a loss of an historic resource in the City. Consequently, Mr. Keiser recommends that the 60-day waiting period be maintained.

Determination of the Board of Works:

The 60 day public notice period has been:

_____ Waived, Demolition may begin as soon as all necessary permits have been obtained.

_____ Upheld, Demolition may not begin before November 21, 2020, and after all necessary permits have been obtained.

June 2017 rev

NOTICE TO HISTORIC PRESERVATION OFFICER OF APPLICATION FOR DEMOLITION OF A HISTORIC BUILDING

Reference Lafayette City Code 13.01.070 Wrecking and demolition requirements. This form must be filed in the Economic Development Department by the applicant and date stamped 7 days prior to the hearing by the Board of Works. Comments will be submitted to the Board of Works on or before the date of the hearing.

Building Address: 1409 N 15th St. Lafayette, IN 47904

Description of demolition request: Tear down detached garage by alley. Structure only, NOT foundation

Applicant Name (please print): Wesley Darnell

Address: 1879 S 650 E Lafayette, IN 47905

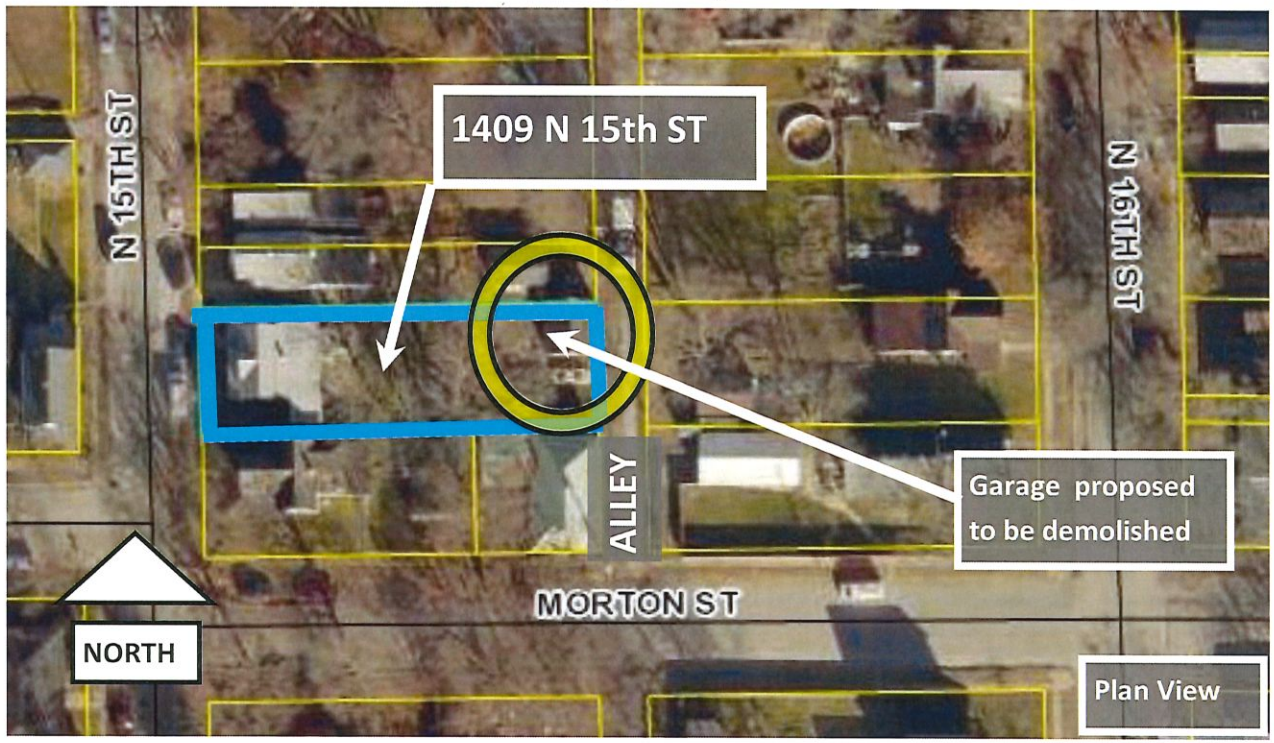
Phone: 765-766 2319

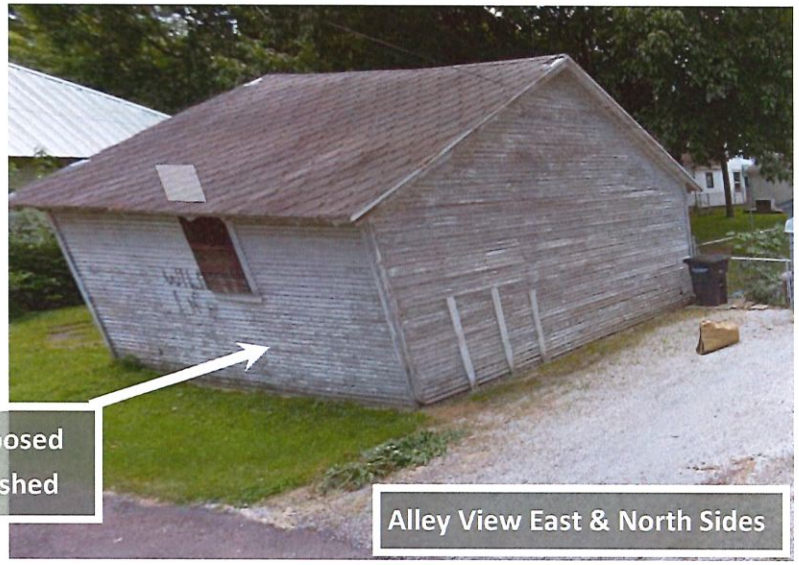
X [signature] Date: 9-11-2020

Applicant's Signature

***

Petition to Demolish Garage Only at 1409 N. 15th Street





Garage proposed to be demolished

Approved by the Board of Public Works and Safety on _____ day of

_____, 2020.

_____
Gary Henriott, President

_____
Norm Childress, Member

_____
Amy Moulton, Member

_____
Cindy Murray, Member

_____
Ronald Shriner, Member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____

AGREEMENT FOR PROFESSIONAL ENGINEERINGSERVICES

between

CITY OF LAFAYETTE, INDIANA

and

GREELEY AND HANSEN LLC

Article I. PARTIES AND PROJECT

This AGREEMENT is made effective on the ___ day of _____ in the year 2020 between the City of Lafayette, Indiana, hereinafter referred to as CITY, and Greeley and Hansen LLC, an Illinois limited liability company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 7820 Innovation Boulevard, Suite 150, Indianapolis, Indiana 46278-2728, hereinafter referred to as ENGINEER, for professional engineering services in connection with the Climate Action Plan, the PROJECT.

Article II. ENGINEER'S SERVICES

ENGINEER shall provide appropriate professional engineering services as required to complete the scope of services as set forth hereinafter, and shall perform such services in conformance with the ordinary standards of care and skill of the engineering profession.

A. Basic Services

The scope of the basic services for the PROJECT are set forth in Exhibit A attached hereto and made a part of this AGREEMENT. ENGINEER shall not perform services beyond the scope as defined in Exhibit A without the prior written authorization of CITY.

B. Additional Services

ENGINEER may submit proposals for additional professional engineering services in connection with the PROJECT. Each proposal submitted shall detail the: (1) scope of additional services, (2) period of services, and (3) method and amount of compensation.

CITY shall provide written acceptance and authorization to ENGINEER prior to the commencement of work on any proposed additional services. Upon receipt by ENGINEER of written acceptance and authorization by CITY, each proposal for additional services in connection with the PROJECT shall become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

C. Period of Services

Upon receipt of CITY'S written notice to proceed, ENGINEER agrees that the basic services as described in Exhibit A will be completed according to the schedule provided in Exhibit C.

The period of services will begin upon the date of CITY'S written notice to proceed. ENGINEER shall not, however, be responsible for timely completion of basic services as agreed to herein if completion is delayed by the failure of CITY to furnish the services provided for under Article IV., hereof, in a timely manner, or for other reasons beyond the control of the ENGINEER.

ENGINEER further agrees that additional services will be substantially complete within the period specified in each accepted and authorized proposal for additional services, unless reasons for delay in completion are beyond the control of ENGINEER.

If ENGINEER'S basic services or any accepted and authorized additional services are delayed or suspended in whole or in part by the CITY for more than ninety days beyond the scheduled completion date for said basic or additional services for reasons beyond ENGINEER'S control, compensation for the delayed services, as provided in Article III hereunder, shall be subject to renegotiation upon the written request of ENGINEER. However, such request must be submitted by ENGINEER to the CITY prior to the completion of the delayed services.

Article III. ENGINEER'S COMPENSATION

ENGINEER shall perform professional engineering services as provided in Article II of this AGREEMENT for which CITY shall compensate ENGINEER as follows:

A. Basic Services

1. Lump Sum

The lump sum fee for these basic services shall be as set forth in Exhibit B between the CITY and ENGINEER. Lump sum fee shall be based on PROJECT deliverables set forth in Exhibit C and shall be payable by the CITY to CONSULTANT upon completion of said deliverables via CONSULTANT'S progress payment invoices.

Similarly, the fee for any additional services accepted and authorized by the CITY shall be as negotiated between the CITY and ENGINEER. Such additional fees shall be applicable to the scope of services as specified in each additional services proposal submitted by ENGINEER, and shall be set forth in each said proposal.

2. Personnel Services

ENGINEER shall be compensated for personnel services on the basis of actual annual average hourly rates paid to personnel assigned to the PROJECT for each hour of services rendered times a 3.2 factor to cover overhead and profit. Such rates shall be computed as actual annual base salary, in effect at the time the services are rendered, divided by 1,950 hours. Personnel services rates shall include applicable required overtime premium for covered employees.

3. Subconsultants and Other Professional Associates

CITY shall pay ENGINEER for the services of subconsultants and other professional associates at their invoiced fees to ENGINEER plus 10 percent.

4. Reimbursable Direct Costs

CITY shall pay ENGINEER the actual cost of any direct reimbursable expenses incurred in connection with performing the services.

B. Additional Services

Unless otherwise provided for in any accepted and authorized proposal for additional services, such services shall be compensated for on the same basis as provided for in Paragraph III. A., above, for basic services.

C. Total Compensation

Total compensation to ENGINEER for basic services under this AGREEMENT shall include full reimbursement for personnel services, subconsultants and other professional associates and reimbursable direct costs incurred in performing basic services, as described in Paragraph III. A. It is agreed that the total compensation to ENGINEER for performing basic services will not exceed $11,893 as set forth in Exhibit B, without prior approval of CITY. If at any time ENGINEER has reason to believe that the total cost to be incurred in the performance of the basic services will be greater than the total estimated cost for such services, ENGINEER shall notify the CITY in writing to that effect giving the detailed reasons for the change and revised estimate of such total cost for the performance of basic services.

The provisions of this Article III. C. shall also apply to each accepted and authorized proposal for additional services in connection with the PROJECT. However, the term "basic services", as used in this Article III. C., shall mean "additional services" and the terms "Exhibits A" and “Exhibit B" as used in this Article III. C. shall mean "the accepted and authorized proposal for additional services". The estimated compensation for any additional services, and the completion date beyond which these amounts are subject to renegotiation, shall be as specified in each such authorized proposal.

D. Terminated Services

If this AGREEMENT is terminated, ENGINEER shall be paid for services performed to the effective date of termination as follows:

1. For personnel services, the hours of services rendered at the established rates, to the effective date of termination times the factors established herein.

2. For services of subconsultants and other professional associates, their invoiced fees to ENGINEER, for services to the effective date of termination plus 10 percent.

3. For reimbursable direct costs, the actual cost of direct reimbursable expenses incurred to the effective date of termination.

E. Conditions of Payment

1. Progress payments shall be made in proportion to services rendered and expenses incurred as indicated within this AGREEMENT and shall be due and owing within thirty days of ENGINEER'S submittal of his progress payment invoices.

2. If CITY fails to make payments due ENGINEER within forty-five days of the submittal of any progress payment invoice, ENGINEER may, after giving fifteen days written notice to CITY, suspend services under this AGREEMENT.

3. No deduction shall be made from ENGINEER'S compensation on account of penalty, liquidated damages or other sums withheld from payments to construction contractors.

4. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may, after giving fifteen days written notice to CITY, request

renegotiation of compensation under Article II. C. or may terminate this AGREEMENT.

Article IV. CITY'S RESPONSIBILITIES

The CITY shall, as required:

A. Provide all criteria and full information as to CITY'S requirements for the PROJECT, and furnish copies of all design and construction standards which the CITY will require to be included in the drawings and specifications.

B. Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the PROJECT including CITY maps and plats, previous reports, drawings, specifications and any other data relative to the design or construction of the PROJECT.

C. Furnish to ENGINEER property and land use data pertaining to the PROJECT available to the CITY including, but not limited to, property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other related data.

D. Provide legal, insurance and financial consulting services necessary for the PROJECT, and such accounting and auditing services as the CITY may require.

E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.

F. Furnish above record information, property and land use data, and services at CITY'S expense in such manner that ENGINEER may rely upon them in the performance of services under this AGREEMENT.

G. Furnish any laboratory analyses that may be required in connection with the PROJECT.

H. Guarantee full and free access to ENGINEER to enter upon all public and private property required for the performance of ENGINEER’S services under this AGREEMENT.

I. Designate in writing a person to act as CITY’S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY’S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.

J. Coordinate, consolidate, reconcile and bring congruence to differing views in the CITY’S organization to form single firm responses stating the CITY’S position on matters requiring resolution during performance of ENGINEER’S services. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER. Render such decisions in a consolidated form reconciling differing views into an unambiguous single firm response to each matter requiring resolution.

K. Provide ENGINEER with prompt written notice of any defect or suspected defect in ENGINEER'S performance of any services rendered pursuant to this AGREEMENT or relating to the PROJECT.

L. In any agreement entered into between the CITY and other contractors for the PROJECT in which such contractors and their subcontractors agree to indemnify, provide insurance coverage to, and/or name as additional insured, the ENGINEER, its subconsultants, professional associates, and each of their officers, principals, partners and employees to the same extent as to the CITY. Furthermore, the CITY will provide ENGINEER with certificates of insurance from each such contractor or subcontractor.

M. Give prompt written notice to ENGINEER whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of construction contractors.

N. Compensate ENGINEER in accordance with the provisions of Article III.

Article V. GENERAL PROVISIONS

A. Ownership of Documents

All reports, schedules, drawings, specifications and other products of services of ENGINEER for this PROJECT are instruments of service for this PROJECT only and shall remain the property of ENGINEER until the CITY has compensated ENGINEER in full for services rendered pursuant to the AGREEMENT. Upon final payment for each phase of Basic Services and for each separately accepted and authorized proposal for additional services, ownership of the products or instruments of service for said phase or additional services authorized shall be vested in the CITY. ENGINEER, however, may retain record copies of all such instruments of service and may use such for ENGINEER'S exclusive purposes.

The ENGINEER'S instruments of service have been prepared for very specific purposes and the degree of accuracy and detail of the instruments of service are consistent with those purposes but they may not be useful for other purposes. Furthermore, misapplication of the ENGINEER'S instruments of service can cause occurrences that potentially have life/safety and financial consequences. The ENGINEER'S instruments of service are not intended or represented to be suitable for use by the CITY or by others acting for the CITY for other purposes on this PROJECT or on extensions of this PROJECT or on any other project without written verification, adaptation or completion by ENGINEER and, when applicable, associated compensation to ENGINEER.

Any changes or modifications to the instruments of service of ENGINEER which are introduced by anyone other than ENGINEER may have adverse consequences. Therefore,

the change or modification of ENGINEER'S instruments of service by the CITY or by others acting for the CITY shall be at the CITY's sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such change or modification.

Use of the instruments of service of ENGINEER on extensions of this PROJECT, or on any other project by the CITY or by others acting for the CITY, without verification or adaptation by ENGINEER and appropriate compensation therefore, shall be at the CITY'S sole risk and the CITY agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of such use of ENGINEER'S instruments of service for this PROJECT.

B. Data on Electronic Media

Data delivered on electronic media are considered part of the ENGINEER'S instruments of service and, therefore, Article V.A. above applies to documents delivered on electronic media.

The form of ENGINEER'S drawings, specifications, reports, data or other information that may be relied upon are those which 1) are set forth on paper (also known as hard copies) and 2) are designated as final. Files in electronic media format of text, data, graphics, or other types are furnished only for convenience, not reliance by the CITY. Any conclusion or information obtained or derived from such electronic files will be at the CITY's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because files stored in electronic media format can contain irregularities, deteriorate or be modified inadvertently or otherwise without authorization of the ENGINEER, the transmitted electronic files should be examined by the CITY within 60 calendar days of receipt, after

which time the CITY shall be deemed to have accepted the files thus transmitted. Any transmittal deficiencies detected within the 60-day acceptance period will be corrected by ENGINEER. Deficiency corrections requested after the acceptance period will be considered "additional services." ENGINEER is not responsible for irregularities, deterioration or modifications occurring or detected after the 60 calendar-day acceptance period.
ENGINEER 1) makes no representations as to the long-term usability or readability of the electronic files and 2) cannot be depended upon to maintain copies of the electronic files after the 60 calendar-day acceptance period. The documents will be in the software listed below designed for operation on a PC compatible computer under the associated operating system as listed below:

Type of Document	Software	Operating System
Word Processed Text	MS Word 2013	Windows
Spreadsheets	MS Excel 2013	Windows
CADD Drawings	AutoCAD 2015	Windows

The ENGINEER makes no warranty as to the compatibility of electronic files beyond those versions. However, the ENGINEER reserves the right to submit documents in versions newer than those shown above.

ENGINEER makes no representations as to the compatibility, usability, or readability of the electronic files resulting from the use of software application packages, operating systems, or computer hardware (e.g. monitors, graphic cards and plotters) differing from those used by ENGINEER and its subconsultants. Also, the use of software application packages, operating systems and computer hardware different from those used by ENGINEER and its subconsultants may introduce errors and irregularities. Such occurrences are not the responsibility of ENGINEER and its subconsultants.

C. Successors and Assigns

1. The CITY and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

2. Neither the CITY nor ENGINEER shall assign or transfer any rights under or interest in this AGREEMENT without the written consent of the other, except as stated in Article V. C. 1. and to the extent that the effect of this limitation may be restricted 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. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent subconsultants and associates as may be deemed appropriate to assist in the performance of services hereunder.

D. Changes in Scope and Revisions

The general category "additional services", referred to in Article II. B. may include services due to changes in the scope of the PROJECT, including, but not limited to, changes in size, complexity, schedule or character of the services and also may include revisions to instruments of service previously approved by the CITY or other revisions due to causes beyond the control of ENGINEER. All changes in scope and revisions shall require the written acceptance and authorization of the CITY prior to commencement of work, as provided in Article II. B.

This AGREEMENT takes into account the professional engineering and architectural signing and sealing requirements that are applicable as of the date of this AGREEMENT. Any changes to those requirements during the performance of the services associated with this

AGREEMENT which cause revisions to the scope of the ENGINEER'S services or to the ENGINEER'S instruments of services shall be considered "additional services".

Proposals for services pursuant to changes in scope or revisions shall, upon CITY'S acceptance and authorization, become part of this AGREEMENT and shall be governed by the terms and conditions contained herein.

E. Extent of AGREEMENT

This AGREEMENT represents the entire understanding and agreement between the CITY and ENGINEER for professional engineering services pertaining to the PROJECT as described in Article II. and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the CITY and ENGINEER.

F. No Waiver

Failure of the ENGINEER or the CITY to insist upon strict and punctual performance of any terms or conditions of this AGREEMENT shall not be construed to constitute a waiver of, or estoppel against, asserting the rights to require such performance. Neither shall a waiver nor an estoppel in one instance constitute a waiver or an estoppel with respect to a later default, whether similar or dissimilar in nature.

G. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT shall remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

H. Governing Law

This AGREEMENT shall be governed by the laws of the State of Indiana.

I. Subconsultants

During the performance of the AGREEMENT, ENGINEER may engage such additional subconsultants or professional associates as may be appropriate for the timely completion of the services or to meet applicable requirements. The engagement of any subconsultants or professional associates shall be subject to the prior approval of the CITY.

J. Insurance

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

1. General Liability (including automobile) with a combined single limit of $1,000,000. The CITY shall be named as an Additional Insured to cover the ENGINEER's indemnification obligation under this Agreement and be given a 30 day notice of cancellation, non-renewal or reduction in coverage. ENGINEER'S insurance shall be written on a "primary" basis and the CITY'S insurance program shall be in excess of all of ENGINEER'S available coverage.

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

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

The ENGINEER shall provide to the CITY Certificates of Insurance indicating the aforesaid coverage.

K. ENGINEER'S Estimates of Cost and Standard of Care

Since 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'S estimates of project and construction costs are to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from ENGINEER'S estimates of cost.

Notwithstanding any other provisions in this AGREEMENT to the contrary, nothing herein contained shall be construed as:

1. Constituting a guarantee, warranty or assurance, either express or implied, that the engineering services will yield or accomplish a perfect outcome for the PROJECT; or

2. Obligating the ENGINEER to exercise professional skill and judgment different from that which can be reasonably expected from other engineers under like circumstances; or

3. An assumption by the ENGINEER of liability greater than or differing from those explicit in this AGREEMENT, or

4. An assumption by the ENGINEER of the liabilities of any other party.

5. An assumption by the ENGINEER for the construction means, methods, techniques, procedures, or safety precautions and programs in connection with the Project.

L. Consequential Damages

Notwithstanding anything to the contrary in this AGREEMENT, neither the CITY nor the ENGINEER shall have the right of recourse to the other party for any consequential damages incurred due to the fault of the CITY or ENGINEER, their employees, agents or subcontractors, irrespective of any forewarning of the potential for such damages arising.

M. Termination

This AGREEMENT may be terminated by the CITY without cause on thirty days written notice. If the PROJECT is delayed, or if ENGINEER'S services for the PROJECT are delayed or suspended for more than ninety days for reasons beyond ENGINEER'S control, ENGINEER may request renegotiation of compensation in accordance with the provisions of Articles II. and III. or, after giving fifteen days written notice, terminate this AGREEMENT with cause. In the event of substantial failure to perform in accordance with the terms of this AGREEMENT, the party not at fault may terminate the AGREEMENT with cause on ten days written notice. If this AGREEMENT is terminated, ENGINEER shall be compensated for services performed to the effective date of termination in accordance with the provisions of Article III. of this AGREEMENT. Within sixty days following the date of receipt of the termination notice, and following receipt of compensation for services to date of termination, ENGINEER shall submit to the CITY copies of all reports, drawings, specifications and other products or instruments of service prepared prior to termination.

N. Remedies

Except as may be otherwise provided in this AGREEMENT, all claims, counter-claims, disputes and other matters in question between the CITY and ENGINEER arising out of or

relating to this AGREEMENT or the breach thereof will be decided by arbitration if the PARTIES mutually agree or in an Indiana court of competent jurisdiction.

O. Non-Discrimination and Equal Employment

ENGINEER agrees:

1. That in the hiring of employees for the performance of work under this contract or any Subconsultant hereunder, no ENGINEER, or Subconsultant, nor any person acting on behalf of such ENGINEER 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.
2. That no ENGINEER, 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 contract on account of race, religion, color, sex, national origin or ancestry.

3. That the CITY may deduct from the amount payable to the ENGINEER a penalty of five dollars ($5.00) for each person for each calendar day during which such person was found to have been discriminated against or intimidated in violation of the provisions of the contract.

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

P. Engaging in activities with Iran

By signing this Contract, ENGINEER certifies that it is not engaged in investment activities in the county of Iran as set forth in IC 5-22-16.5.

Q. E-Verify

ENGINEER shall comply with E-Verify Program as follows:

1. Pursuant to IC 22-5-1.7, ENGINEER shall enroll in and verify the work eligibility status of all newly hired employees of ENGINEER through the E-Verify Program ("Program"). ENGINEER is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

2. ENGINEER and its Subconsultants shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that ENGINEER or its Subconsultants subsequently learns is an unauthorized alien. If ENGINEER violates this Section, the CITY shall require ENGINEER to remedy the violation no later than thirty (30) days after the CITY notifies ENGINEER. If ENGINEER fails to remedy the violation within the thirty (30) day period, the CITY shall terminate the contract for breach of contract. If the CITY terminates the contract, ENGINEER shall, in addition to any other contractual remedies, be liable to the CITY for actual damages. There is a rebuttable presumption that ENGINEER did not knowingly employ an unauthorized alien if ENGINEER verified the work eligibility status of the employee through the Program.

3. If ENGINEER employs or contracts with an unauthorized alien but the CITY determines that terminating the contract would be detrimental to the public interest or public property, the CITY may allow the contract to remain in effect until the CITY procures a new Engineer.

4. ENGINEER shall, prior to performing any work, require each Subconsultant to certify to ENGINEER that the Subconsultant does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. ENGINEER shall maintain on file a certification from each Subconsultant throughout the duration of the Project. If ENGINEER determines that a Subconsultant is in violation of this Section, ENGINEER may terminate its contract with the Subconsultant for such

violation. Such termination may not be considered a breach of contract by ENGINEER or the Subconsultant.

5. By its signature below, ENGINEER swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the CITY that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

R. Indemnification

CITY and ENGINEER 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, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the CITY and ENGINEER, they shall be borne by each party in proportion to its negligence.

S. Notices

Any notices required hereunder or by law may be directed to the parties at the following addresses:

To ENGINEER:	To CITY:
Joseph Teusch, P.E. Office Director Greeley and Hansen LLC 7820 Innovation Blvd, Suite 150 Indianapolis, IN 46278-2728	Honorable Tony Roswarski Mayor City of Lafayette 20 North 6th Street Lafayette, IN 47901-1412

All notices shall be deemed to be given when deposited with the United States Postal Service for first class mail delivery.

Article VI. APPROVAL

In WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers and partners and is made effective the day and year first above written.

GREELEY AND HANSEN LLC

Joseph Teusch, P.E.

Authorized Representative

ATTEST:

Tim Healy, P.E.

Associate

CITY OF LAFAYETTE, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

Gary Henriott

President

Cindy Murray

Member

Norm Childress

Member

Ron Shriner

Member

Amy Moulton

Member

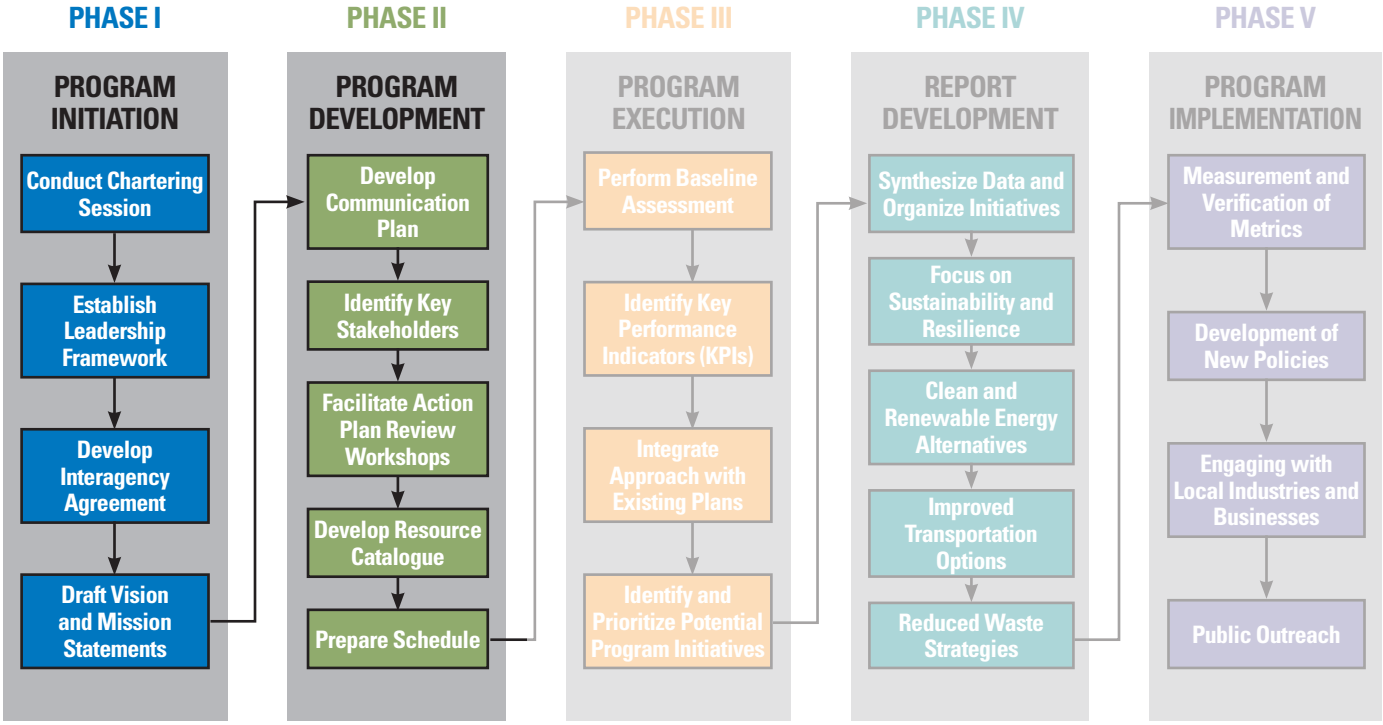
ATTEST:

Mindy Miller

1st Deputy Clerk

GREELEY AND HANSEN SCOPE OF WORK

This scope of work is for Phases I and II of the Climate Action Plan Roadmap. The deliverables for this scope of work will be assembled into a Climate Action Management Plan to assist the Joint Leadership Committee to execute and implement the Climate Action Plan, Phases 3-5. It is anticipated that all deliverables will be in electronic format.



Task 1 Facilitate development of Executive Summary, Memorandum of Understanding, Vision and Mission statements

4 WEEKS

A Joint Leadership Committee has been established and is comprised of representatives of various governmental agencies from the City of Lafayette and City of West Lafayette in order to realize the shared goals of a Climate Action Plan. During this task, Greeley and Hansen will assist the Joint Leadership Committee to articulate its responsibility and goals for pursuing a Climate Action Plan and what it intends to accomplish. To do so, Greeley and Hansen will provide the committee sample documents that have been prepared by other communities for its review. Then, through a facilitated workshop, Greeley and Hansen will work with the Joint Leadership Committee to tailor these statements to meet its specific needs and prepare drafts for the committee's review. Review comments will be incorporated into final documents and memorialized in the Climate Action Plan.

One teleconference is anticipated to plan workshop and one additional teleconference is anticipated to review deliverables developed during this task.

One workshop is planned during this task. At this time, it is anticipated that workshop will be virtual.

Deliverables:

- Sample documents for review (2-3 each)
- Workshop (2 hour)
  - Agenda
  - Slide deck

- Workshop memorandum
- Executive Summary – 1 draft, 1 final
- Leadership Commitment - Memorandum of Understanding – 1 draft, 1 final
- Vision Statement and Mission Statement – 1 draft, 1 final

Task 2 Coordinate Establishment of Committees and Identify Key Stakeholders

4 WEEKS

During this task, Greeley and Hansen will assist the Joint Leadership Committee formalize the role and responsibility of other committees and stakeholder groups contributing to the development of the Climate Action Plan. For example, it is understood that there is currently a Steering Committee comprised of community leaders who meet regularly to discuss the proposed Climate Action Plan. Greeley and Hansen will assist the Joint Leadership Committee formalize its role. In addition, Greeley and Hansen will assist the Joint Leadership Committee identify key stakeholders who should be engaged in the Climate Action Plan development process but are not already.

One teleconference is anticipated to draft roles and responsibilities of committees and develop preliminary stakeholder list. One additional teleconference is anticipated to review deliverables developed under this task.

Deliverables:

- Committee Organizational Chart
- Committee Roles and Responsibilities
- Key Stakeholder List

Task 3 Coordinate Development of Communication Plan

4 WEEKS

In order to provide stakeholders policy-driven information on the Climate Action Plan and develop feedback mechanisms to improve the efficacy of this program, it is anticipated that the Joint Leadership Committee will engage the services of a public relations consultant. Greeley and Hansen is able to provide recommendations on public relations consultants and share sample of their work based on past experience if desired. Greeley and Hansen will assist the Joint Leadership Committee in coordinating with consultant to develop a Communication Plan. The Communication Plan will establish strategies for engaging with committees, key stakeholders, and the general public. The Communication Plan developed by public relations consultant will be memorialized in the Climate Action Plan.

Two teleconferences are anticipated to assist the Joint Leadership Committee and public relations consultant develop Communication Plan.

Deliverables:

- Two teleconference agenda
- Two teleconference memoranda

Task 4 Catalogue Resources

12 WEEKS

Throughout the development of the Climate Action Plan, existing programs, grant and funding opportunities, institutions, people, and services will be identified as valuable resources. Greeley and Hansen will assist the Joint Leadership Committee catalogue these resources in the Climate Action Plan.

Greeley and Hansen will also arrange and facilitate meetings between Joint Leadership Committee and leading representatives of other climate action plans developed in the country to address specific questions and encourage knowledge sharing.

One teleconferences is anticipated to review identified resources. Two additional teleconferences are anticipated to facilitate meetings between Joint Leadership Committee and representatives of other climate action plan.

Deliverables:

- List of knowledge resources, including contact information.
- List of available grants and other funding opportunities.
- Meeting agenda and memoranda

Task 5 Develop Program Schedule

4 WEEKS

During this task, Greeley and Hansen will assist the Joint Leadership Committee develop a schedule for executing the Climate Action Plan. Milestones will be established, coordinated with existing planning schedules to drive the program development in a timely manner. Anticipated tasks to be scheduled include community workshops, committee meetings, data gathering activities, review deadlines, and interagency reviews. Program schedule will be memorialized in the Climate Action Plan.

One teleconference is anticipated to identify critical milestones. One additional teleconference is anticipated to review program schedule.

Deliverables:

- Program Schedule

Task 6 Develop Climate Action Management Plan

12 WEEKS

In order to assist the Joint Leadership Committee to execute and implement the Climate Action Plan, the deliverables for these phases will be memorialized in a Climate Action Management Plan. The Climate Action Management Plan will assist the Joint Leadership Committee to track progress, coordinate committee activities, and focus on outcomes and stated vision.

One teleconference is anticipated to review table of contents. One teleconference is anticipated to review draft Climate Action Management Plan. One additional teleconference is anticipated to review final Climate Action Management Plan and discuss Phases III-V next steps.

Deliverables:

Climate Action Management Plan, to include:

- Executive Summary
- Leadership Commitment - Memorandum of Understanding
- Vision Statement and Mission Statement
- Committee Organization
  - Committee Roles
  - Organizational Chart
- Key Stakeholders List
  - Engagement Plan
  - Incorporating Feedback
- Program Schedule
- Communication Plan
- Tools and Resources

Task 7 Program Management

12 WEEKS

Program Management task will include monthly invoicing, preparing for and attending project status meetings, general communications and coordination with committees and consultants.

Deliverables:

- Monthly reports, agenda, meeting notes, follow-up communications on action items

Estimated labor Costs

Fixed Fee Breakdown							
Tasks	**PD**	**PM**	**Eng / Arch III**	**Eng / Arch II**	**Typist / Clerical**	**Total Hours**	**Fee**
Task 1 – Facilitate ES, MoU, V&M							
Two meetings		2	4			6	$1,100
One workshop		4	8			12	$2,200
Samples (~8)		1	1	8		10	$1,415
Slide deck		2	4			6	$1,100
Exec summ (draft, final)	1	1	2			4	$865
MoU (draft, final)		1	1			2	$375
V&M state (draft, final)		1	2			3	$550
Task 2 – Coordinate Establishment of Committees and Identify Key Stakeholders.							
Two meetings	1	2	4			7	$1,415
Org chart		1	4	4		9	$1,420
Roles		1	2	2		5	$810
Stakeholder list		1	2	2		5	$810
Task 3 – Communication Plan							
Two meetings		2	4	2		8	$1,360
Task 4 – Catalogue Resources							
Three meetings		3	6			9	$1,650
Grant research	1	1	2	4		8	$1,385
Contact lists		1	1	4		6	$895
Task 5 – Develop Program Schedule							
Two meetings		2	4			6	$1,100
Schedule	1	2	4	16		23	$3,495
Task 6 – Develop Climate Management Plan							
Three meetings		3	6			9	$1,650
CAMP draft and final	2	8	40	8	8	66	$10,870
Task 7 – Program Management							
Various tasks	1	3			4	8	$1,215
Subtotal Labor Hours	7	42	101	50	12	212	**$35,680**
Hourly Rate	$ 315	$ 200	$ 175	$ 130	$ 75		
Fixed Fee Labor Cost	$ 2,205	$ 8,400	$ 17,675	$ 6,500	$ 900		
Fixed Fee Labor Cost For Each Contract Holder (City of Lafayette, City of West Lafayette, Tippecanoe County) =							**$11,893**

Total Project Fixed Fee = $35,680 will be apportioned equally among City of Lafayette, City of West Lafayette and Tippecanoe County.

Task	Activity	Duration in Weeks											
		1	2	3	4	5	6	7	8	9	10	11	12
1	Facilitate development of Executive Summary, Memorandum of Understanding, Vision and Mission statements												
2	Coordinate Establishment of Committees and Identify Key Stakeholders												
3	Coordinate Development of Communication Plan												
4	Catalogue Resources												
5	Develop Program Schedule												
6	Develop Climate Action Management Plan												
7	Program Management												

PURCHASING DEPARTMENT
Memorandum

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: September 17, 2020

Subject: Declaration of Worthless Property

Worthless Property

The Lafayette IT Department is requesting the item listed below be declared as worthless property. This item failed and is out of warranty and be e-cycled.

HP ProOne 600 All in One PC Serial Number: MXL5111WYM

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

All of which is approved this 22nd day of September, 2020 by the Board of Public Works & Safety.

_____	_____
Gary Henriott, President	Cindy Murray, Member
_____	_____
Ron Shriner, Member	Norm Childress, Member
ATTEST:	_____
	Amy Moulton, Member

_____
Mindy Miller, 1st Deputy Clerk

Dated: _____, 2020