



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 29, 2020

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- a. September 22, 2020

Documents:

[09222020.pdf](#)

BIDS UNDER ADVISEMENT

- a. Brady Lane Drainage Improvements Project

NEW BUSINESS

Lafayette Renew

- a. Amendment #1-Contract With VS Engineering For Engineering Services (9th And Kossuth/18th And Central)

Documents:

[9th and Kossuth.pdf](#)

- b. Amendment #1-Engineering Services Contract With VS Engineering For Mulberry Drive

Documents:

[Mulberry Drive.pdf](#)

Purchasing

- a. Declaration Of Worthless Property-Lafayette Renew

Documents:

[Worthless Property-Renew.pdf](#)

CLAIMS

MISCELLANEOUS

- a. Special Event Request-Light Up Riehle Plaza

Documents:

[Light up Riehle Plaza.pdf](#)

b. Addendum #1-Downtown Outdoor Dining (Extension Request)

Documents:

[Fresh Air Eats Extension Request.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
September 22, 2020**

Regular Session:

The Board of Public Works and Safety met in regular session on Tuesday, September 22, 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.

**Mayor Roswarski, Mayor John Dennis and Commissioner Dave Byers all spoke in favor of the Contract with Greeley and Hansen for the Climate Action Plan Project. Mayor Roswarski stated that all three (3) local governments have joined together to work on a Climate Change Action Plan for the community. Each agency's plan will be put together with the others to have a comprehensive plan going forward. Mayor Roswarski spoke briefly about climate change, environmentally friendly practices and water quality. Mayor Dennis stated that all three agencies have lead by example in the State. Mayor Dennis spoke about the concern with the adverse effects on the economy and the positive local effects that the contract would provide. Commissioner Byers spoke briefly about clean water, clean air and being good stewards of the existing natural resources.

MINUTES

Mrs. Moulton moved for approval of the minutes from the September 15, 2020 regular meeting. Mr. Shriner seconded. Passed.

BID OPENING

Brady Lane Drainage Improvements Project

This being the time set to open bids for the Brady Lane Drainage Improvements Project and the following bids were received and opened:

Midwest Paving
Noblesville, Indiana

Base Bid: \$81,034.20

Atlas Excavating
West Lafayette, Indiana

Base Bid: \$158,371.00

Milestone Contractors, LP
Lafayette, Indiana

Base Bid: \$118,180.00

Mr. Shriner moved to take the bids under advisement for further review. Mr. Childress seconded. Passed.

NEW BUSINESS

Engineering

Change Order #4-Twyckenham Blvd Reconstruction

Jeromy Grenard, Public Works Director, presented to the Board and recommended approval of Change Order #4 for the Twyckenham Blvd Reconstruction. The change order is an increase in the amount of \$8,896.00 which brings the revised contract amount to \$3,502,281.42. The change order directed the contractor to move a sidewalk from adjustment to the road back behind some trees. Mrs. Moulton moved for approval. Mr. Childress seconded. Passed.

Change Order #1-2019 CDBG Curb, Sidewalk and Drive Approach Replacement Project

Mr. Grenard presented to the Board and recommended approval of Change Order #1 for the 2019 CDBG Curb, Sidewalk and Drive Approach Replacement Project with Dixon Construction. The change order is an increase in the amount of \$8,341.25 which brings the revised contract amount to \$235,589.50. The change order directs the contractor to replace additional curb and sidewalk. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Change Order #1-Haggerty Pointe Storm Sewer Extension Project

Mr. Grenard presented to the Board and recommended approval of Change Order #1 for the Haggerty Pointe Storm Sewer Extension Project. The change order is a deduction in the amount of \$9,288.91 which brings the revised contract amount to \$332,083.09. The change order includes reconciliation of final quantities. Mr. Childress moved for approval. Mrs. Moulton seconded. Passed.

Economic Development

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

John Collier, Economic Development, presented to the Board and recommended approval of a Historic Demolition Permit for 1409 N. 15th Street Garage Only. The property is listed as 'contributing' in the Tippecanoe County Interim Report of Historic Sites and Structures. Dann Keiser, Historic Preservation Officer review the request and determined that the loss of the garage would be a loss of an historic resource and recommended upholding the 60-day waiting period. Mr. Childress moved to uphold the 60-day waiting period. Mr. Shriner seconded. Passed

Contract with Greeley and Hansen for Climate Action Plan

Margy Deverall, Economic Development, presented to the Board and recommended approval of a Contract with Greeley and Hansen for the Climate Action Plan. This contract is considered Phase I and Phase II of the overall project. The cost of the project is approximately \$30,000.00 which will be split three (3) ways evenly between the agencies. Mrs. Deverall gave a brief description of the project going forward. Mrs. Moulton moved for approval. Mr. Shriner seconded. Passed.

Purchasing

Declaration of Worthless Property-Fleet Maintenance

Dave Payne, Purchasing Manager, presented to the Board and recommended approval of a Declaration of Worthless Property for the IT Department that includes an HP ProOne 600 All in One PC Serial Number: MXL5111WYM. Mr. Payne stated that this item failed and is out of warranty and will be e-cycled. Mr. Shriner moved for approval. Mrs. Moulton seconded. Passed.

Police Department

Canine Ownership Transfer Agreement-K9 Roy

Pat Flannelly, Chief of Police, presented to the Board and recommended approval of a Canine Ownership Agreement for K-9 Roy to Nicholas Amor. Chief Flannelly stated that K-9 Roy has reached the end of his working days after 8 years of service. Mr. Childress moved for approval. Mr. Shriner seconded. Passed.

CLAIMS

Tim Clary, Controller, presented for Board approval, Claims in the amount of \$4,116,183.24. Mr. Childress asked a question on Page 7 regarding MSA Face Pieces for Jeff Academy. Mr. Clary stated that invoice is for the fire academy. Mr. Childress asked a question on Page 9 regarding Fire Station #5 HVAC Project. Mr. Clary stated that this was the last invoice for that project. Mr. Childress asked a question on Page 13 regarding Loeb Stadium invoices. Mr. Childress asked what the [percentage of completion is for the project. Mr. Clary stated that through August 31, 2020 Custer Electric is at 97%, MNO-BMadsen is at 52%, Huston Electric is at 33%, Almet Inc is at 68%, J.R. Kelly is at 57% and Sharer Masonry is at 82%. Mr. Childress moved for approval. Mr. Shriner seconded. Passed. Mrs. Moulton abstained.

Time: 9:22 a.m.

Mrs. Murray stated that the Board will reconvene in five (5) minutes for the Animal Control Appeal Hearing.

BOARD OF PUBLIC WORKS AND SAFETY ANIMAL APPEAL MINUTES September 22, 2020

Appeal Hearing:

The Board of Public Works and Safety met on Tuesday, September 22, 2020 at 9:25 a.m. in the Common Council Chambers. Members present were: Cindy Murray, Ron Shriner, Amy Moulton and Norm Childress. Absent: Gary Henriott

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

Mrs. Murray called the meeting to order.

Animal Control Appeal Hearing-Christopher Moberg

Mrs. Chosnek gave brief description of the procedure for this hearing. Mrs. Chosnek stated that the Board has received copies of incident reports by both LPD and Animal Control Officer (ACO)'s. Chris Moberg is the owner of the German Shepard Nickoli. Nickoli was subject to a Nuisance Animal Agreement which had a subsequent violation at which time ACO impounded the animal. The owner did submit a timely appeal to the Clerk's Office.

ACO Josh Klumpe stated that he has been dealing Nickoli for 10 years. Mr. Klumpe stated that Nickoli likes to get out of the yard. Mr. Klumpe stated that Mr. Moberg is the new owner of the dog but lives in the same house as the previous owner and where he gets loose from. The dog has been to Almost Home Humane Society (AHHS) almost a dozen times. Mr. Klumpe stated that the dog has had two nuisance animal agreements but the first one was filed many years ago before the current system was in place therefore that agreement is invalid. Mr. Klumpe stated that he has no ill-will towards the dog or the owner it has just gotten to the point that Nickoli getting out needs to be addressed in a more formal way. Mr. Klumpe stated that Nickoli is currently at AHHS and he is not an aggressive dog. Mr. Klumpe stated that the past and current owners have had multiple chances to correct the fence issues.

Mr. Moberg stated that Nickoli is getting out of the yard by climbing the fence and he is working on getting the fence complete. Nickoli has separation anxiety which contributes to the problem. Mr. Moberg understands the situation and understands that the fence needs to be fixed and the dog contained. Mr. Moberg stated that he has locates calling in for the new fence and has most of the material on the property to get the fence up. Mr. Moberg stated that the past owner is his finance but has trouble speaking English. Mr. Moberg stated again that Nickoli is not a violent dog but a good family dog and great with kids.

Mr. Shriner stated that the issue over and over again is the dog getting out of the yard. Mr. Shriner stated that the Board doesn't want to take the dog but Mr. Moberg is living in the City which has rules and ordinances about pets. Mr. Shriner stated that he is willing to work with Mr. Moberg to keep the dog but there has to be something done with the fence and keeping the dog contained moving forward. Discussion ensued.

Mrs. Murray asked if there can be a time limit for getting the fence fixed so the dog can be returned. Mrs. Chosnek recommended setting parameters and conditions for the return of the dog to Mr. Moberg. Mrs. Chosnek stated that ACO Klumpe can verify that the fence/enclosure is suitable and correct prior to Nickoli returning home. Mr. Shriner moved to approve Nickoli returning home to Mr. Moberg on the condition that the fence is built and approved by ACO's along with all the fees at AHHS are paid in full. Mrs. Moulton seconded. Passed. Mrs. Murray stated that this would be Mr. Moberg's last chance of an appeal for Nickoli.

Time: 9:49 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>



September 23, 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 Amendment 1 with VS Engineering regarding 9th and Kossuth/18th and Central. This amendment incorporates the following work:
9th and Kossuth – Additional design services are included for an expanded design for permeable pavers throughout the entire intersection including design adjustments of curb ramps and signals (both traffic and pedestrian). This additional work will include the completion of the design services.

18th and Central – This work included detailed design of the 18th and Central Drainage Improvements design. Work consisted of preparation of construction documents include detailed plans and project manual, project coordination, bidding assistance, and construction administration tasks. The original scope was drainage scoping memorandum.

VS Engineering will perform this work for a not-to-exceed increase of \$35,000, bringing the total contract amount to \$80,900. The contract was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

Brad W. Talley
Superintendent
Lafayette Renew





September 22, 2020

City of Lafayette
Board of Public Works
20 N. 6th Street
Lafayette, IN 47901

Re: 9th and Kossuth/18th and Central
Amendment Letter with Standard Terms & Conditions

Who it concerns:

VS Engineering, Inc. (VS) is excited to continue to work closely with City of Lafayette.

Please find below our scope of services and associated fees for this amendment to the 9th and Kossuth/18th and Central Drainage Improvement Projects. The terms and conditions of the original contract dated March 5th, 2019 apply to this amendment and the original contract has been attached for reference.

These services are to expand the detailed design for both project areas.

Scope of Services

9th and Kossuth – Additional design services are included for an expanded design for permeable pavers throughout the entire intersection including design adjustments of curb ramps and signals (both traffic and pedestrian). This additional work will include the completion of the design services.

18th and Central – This work included detailed design of the 18th and Central Drainage Improvements design. Work consisted of preparation of construction documents include detailed plans and project manual, project coordination, bidding assistance, and construction administration tasks. The original scope was drainage scoping memorandum.

Exhibit A includes a Schedule and Fee Summary.

INDIANAPOLIS

4275 North High School Road
Indianapolis, IN 46254
Phone: 317.293.3542

FORT WAYNE

10305-A Dawson's Creek Blvd.
Fort Wayne, IN 46825
Phone: 260.489.6635

EVANSVILLE

203 Main Street, Suite 102
Evansville, IN 47708
Phone: 812.401.0303

BLOOMINGTON

120 West 7th Street, Suite 306
Bloomington, IN 47404
Phone: 812.332.5944

LAFAYETTE

8 North 3rd Street, Suite 302
Lafayette, IN 47901
Phone: 765.742.0295

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,

Sanjay B. Patel, P.E.
President and CEO
VS Engineering, Inc.

Enclosures – Exhibit A Fee, Original Contract

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

CONSULTANT:
VS ENGINEERING, INC.

By: _____
Gary Henriott, President

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

(Date)

(Date)

By: _____
Norm Childress

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

(Date)

(Date)

By: _____
Amy Moulton

(Date)

By: _____
Cindy Murray

(Date)

By: _____
Ron Shriner

(Date)

EXHIBITA
Schedule and Fee Summary

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

Amendment Schedule and Fee Summary

Description	Schedule	Amount
Additional Design Services for 9 th and Kossuth	Anticipate 2020 bid, work will be complete at end of project construction and closeout	\$15,000.00
Geotechnical Investigation for 9 th and Kossuth	90 days from NTP	\$11,000.00
Detailed Design Services for 18 th and Central	Project Complete	\$4,000.00
Bidding Services for 18 th and Central		\$3,000.00
Construction Design Services for 18 th and Central		\$2,000.00
TOTAL		\$ 35,000.00

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AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this 5 day of March, 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 **9th and Kossuth Streets Intersection Profile Modifications and Central Street and 18th Street 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 and Exhibit A-2, 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.



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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



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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 or 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.



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- 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 ELIGIBILITY 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 Henriot, President

(Date)

By: 
Norm Childress

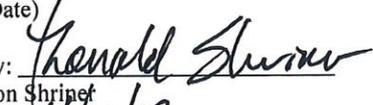
(Date)

By: 
Amy Moulton

(Date)

By: 
Cindy Murray

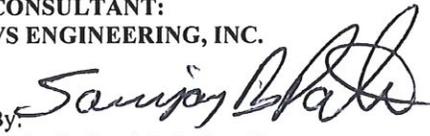
(Date)

By: 
Ron Shriener

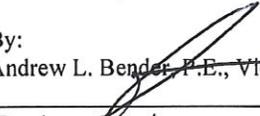
(Date)

CONSULTANT:

VS ENGINEERING, INC.

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

(Date) 3/5/19

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

(Date) 3/5/19

EXHIBIT A-1
Scope of Services Summary

The CONSULTANT is pleased to present this proposal to the Client for design and plan development for the **9th and Kossuth Streets Intersection Profile Modifications Project (PROJECT)** located at the intersection of South 9th and Kossuth Streets, with particular emphasis on protecting the commercial building located in the northeast quadrant of the intersection from frequent flooding. See attached graphic for **Exhibit A-1** for area of concern and anticipated improvement limits.

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 and resulting damages to property in the northeast quadrant of the intersection of 9th and Kossuth Streets.

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. Provide modifications to the Kossuth Street and 9th Street pavement profiles and cross sections in the vicinity of the intersection to minimize overtopping at the northeast corner and allow overflows to shed southward across Kossuth Street along the east edge of 9th Street. Set the Kossuth Street pavement crown at this location just below the sidewalk overflow elevation.
- B. Provide required pavement milling and/or reconstruction, storm drain structure modifications, casting replacements, traffic signal manhole and handhole adjustments, water valve pit adjustments, traffic signal detection loop modifications, modifications to sidewalks, curbs, and pedestrian curb ramps, and pavement markings.

SCOPE OF WORK

GEOTECHNICAL SERVICES

- A. CONSULTANT shall core the existing pavement section at a total of two (2) locations within the project limits.
- B. CONSULTANT shall be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. If directed, the CONSULTANT shall retain a private utility locator to "clear" all soil boring locations of underground utility lines outside of the public domain.
- C. CONSULTANT shall patch all core holes with asphalt prior to demobilizing from the site. Any settlement of patches shall be repaired by the CONSULTANT in a follow-up patching operation.

UTILITY COORDINATION

- A. CONSULTANT shall be responsible for all coordination with utilities and city traffic department.
- B. CONSULTANT shall coordinate a minimum of one (1) meeting with utility companies before advertising for bidding occurs.



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

INTERSECTION PROFILE DESIGN

The CONSULTANT shall prepare Intersection Profile Modification Design Plans.

The CONSULTANT shall collect, review and analyze available data relevant to existing conditions at the proposed intersection(s). The major sources of information to be used for this project will include the following:

1. Existing Field Data Collection
2. City of Lafayette GIS data
3. Recent Aerial Photographs
4. Topographic Field Survey as provided by Client

The CONSULTANT shall establish formal design criteria for the project.

The CONSULTANT shall prepare preliminary design documents including the following items:

1. Plan, coordinate, monitor and document preliminary design activities.
2. Obtain and process topographic survey data provided by Client and plot existing roadway intersection geometry
3. Design proposed modifications, including the following:
 - a. Limits of pavement milling, resurfacing, and reconstruction
 - b. Roadway profile and cross sections
 - c. Spot elevations of roadway, curb, gutter, and sidewalk
 - d. Curb ramp and sidewalk details
 - e. Structure modification details
 - f. Traffic signal loop modification details
 - g. Pavement marking details
 - h. Traffic maintenance details
4. Prepare preliminary quantities and construction cost estimate
5. Identify unique special provisions

The CONSULTANT shall prepare for and attend one Preliminary Field Check Meeting with all applicable parties.

The CONSULTANT shall incorporate all comments from Preliminary Field Check Meeting and CLIENT review and prepare final intersection profile modification design documents as follows:

1. Plan, coordinate, monitor and document final design activities.
2. Finalize intersection profile modification items described in the Preliminary Design Phase
3. Finalize quantities and construction cost estimate
4. Finalize special provisions and unique special provisions

The CONSULTANT shall deliver final design documents to CLIENT.



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BIDDING ASSISTANCE

- A. CONSULTANT shall assist the Client in addressing bidder's questions for the **9th and Kossuth Streets Intersection Profile Modifications Project** 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 bids for the **9th and Kossuth Streets Intersection Profile Modifications Project**. 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. Topographic Survey
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. Right of Way Engineering and Acquisition services
6. Construction Observation



EXHIBIT A-2

Scope of Services Summary

The CONSULTANT is pleased to present this proposal to the Client for drainage design and plan development for the **Central Street and 18th Street Drainage Improvements Project (PROJECT)** located in the vicinity of the intersection of 18th Street and the alley just north of Central Street including contributing areas east of the intersection including the intersection of the alleys and rear yard drainage contributing to localized flooding. See attached graphic **Exhibit A-2** for area of concern and study for infrastructure improvements.

PROJECT DESCRIPTION

The CONSULTANT will provide services of qualified engineers, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. Drainage improvements are desired to reduce the recurring flooding and damages caused by storm events near the intersection of 18th Street and the alley directly north, running parallel to Central Street. Drainage improvements include but are not limited to the addition of storm sewer laterals, new inlets, and adjusting or reconstructing the roadway to maintain desired drainage patterns without flooding existing infrastructure and local residences.

SCOPE OF WORK

TOPOGRAPHICAL SURVEY

- 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.



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- 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 attached graphic Exhibit A-2)

18th Street

Beginning 115 feet north of the centerline of Central Street, survey east 330 feet to the centerline of 19th Street. The single alley heading north off of 18th Street will be surveyed for approximately 90 feet north of 18th Street. The width of survey will be 30 feet from the centerline of 18th Street, or to the face of any buildings, whichever is closest.

Total survey includes 420 lineal feet roadway/alley 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, except in heavily wooded areas.
- 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.

GEOTECHNICAL SERVICES

- A. CONSULTANT shall core the existing pavement section at a total of three (3) locations within the project limits.

4275 North High School Road Indianapolis, Indiana 46254
(317) 293-3542 Tel (317) 293-4737 Fax
www.vsengineering.com



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- B. CONSULTANT shall be responsible for “clearing utilities” within the public domain prior to the start of any subsurface exploration. If directed, the CONSULTANT shall retain a private utility locator to “clear” all soil boring locations of underground utility lines outside of the public domain.
- C. CONSULTANT shall patch all core holes with asphalt prior to demobilizing from the site. Any settlement of patches shall be repaired by the CONSULTANT in a follow-up patching operation.

TECHNICAL MEMO

CONSULTANT shall evaluate two (2) solutions to the drainage problems of varying magnitudes and methods, including but not limited to a combination of milling/resurfacing to change the grades of the existing pavement and the addition of enclosed storm sewer systems infrastructure to collect and convey localized flooding to nearby storm sewer trunk lines. 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 Technical Memorandum of the completed evaluation, which shall include at a minimum the following:

1. System type and alignment.
2. Exhibits showing each alternative evaluated to accurately show relevant information.
3. Opinion of probable cost, completed as a Class 5 cost estimate according to AACE guidance. Costs shall be included in a matrix form including all soft costs and construction costs. Owner shall assist in determining soft costs which include all non-construction costs.
4. Evaluation of flow routing options. CONSULTANT shall coordinate with Client to determine any additional considerations outside of the Project.
5. Relevant information regarding the alternative being evaluated.
6. An evaluation of the pros/cons of each alternative.
7. Selection of the Recommended Plan for detailed design

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

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EXHIBIT B
Schedule and Fee Summary

In consideration for the scope of services stated in Exhibit A-1 and Exhibit A-2, The CONSULTANT requests to be compensated on an Hourly basis Not to Exceed the below task amounts. Project schedules are provided below.

Geotechnical Investigation for both Projects, Performed under one Mobilization

Description	Schedule	Amount
Geotechnical Investigation	45 days from NTP	\$6,900.00
Follow-up Patching of Cores (if required)	N/A	\$200.00
Private Utility Locating (if required)	N/A	\$1,000.00*
SUBTOTAL		\$ 8,100.00

* \$500.00 per project

9th and Kossuth Streets Intersection Profile Modifications Project (Excluding Geotechnical)

Description	Schedule	Amount
Utility Coordination	100 days from NTP	\$3,500.00
Intersection Profile Modification Design	120 days from NTP	\$16,000.00
Bidding Phase Services (if required)	150 days from NTP	\$3,500.00
SUBTOTAL		\$ 23,000.00

Central Street and 18th Street Drainage Improvements Project (Excluding Geotechnical)

Description	Schedule	Amount
Topographic Survey	45 days from NTP	\$6,800.00
Technical Memo	90 days from NTP	\$8,000.00
SUBTOTAL		\$ 14,800.00

TOTAL	\$ 45,900.00
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EXHIBIT C
VS ENGINEERING, INC. HOURLY
BILLING RATES
9th and Kossuth Streets Intersection Profile Modification Project
and
Central Street and 18th Street Drainage Improvements Project
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

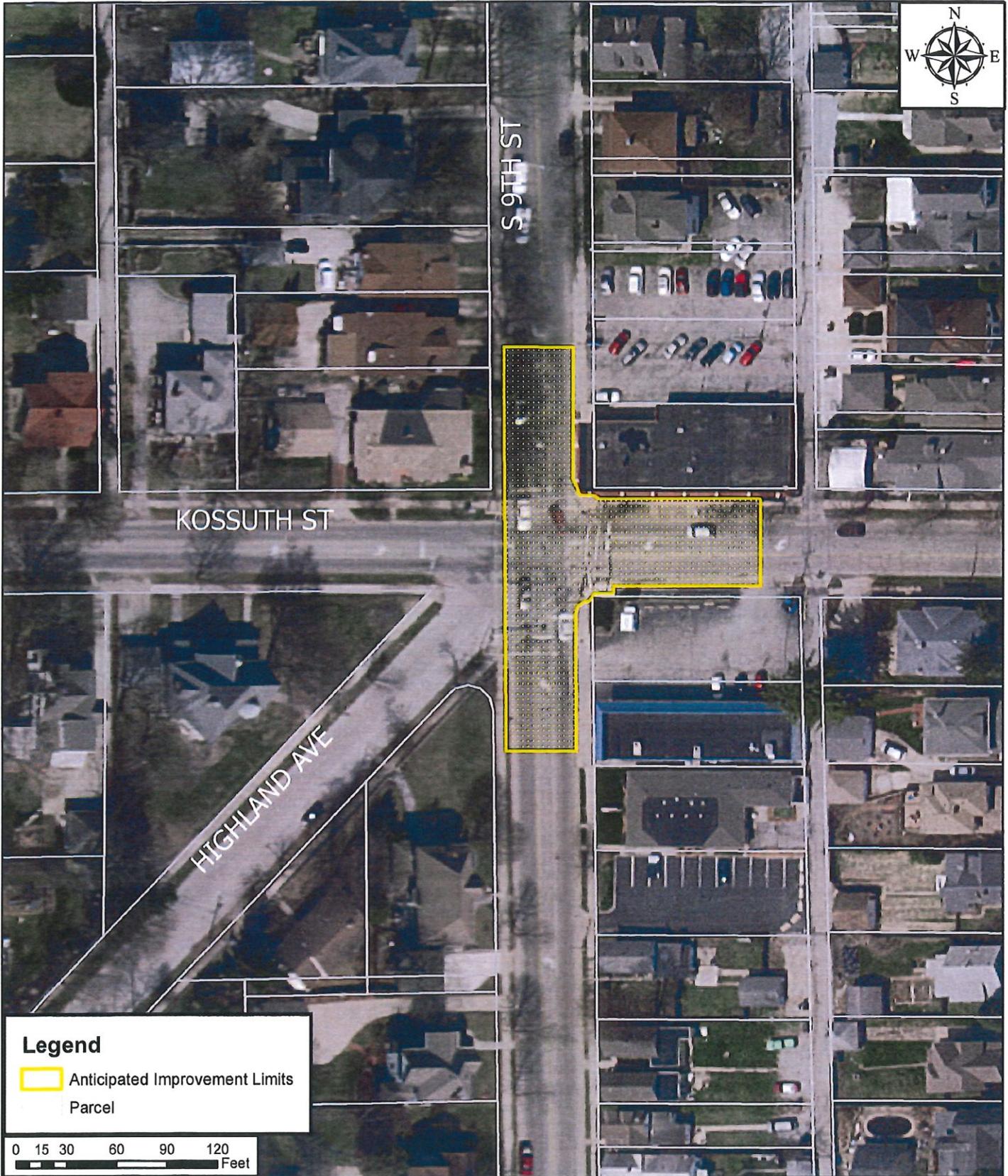
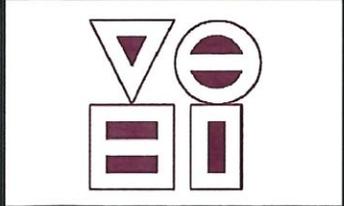


Exhibit A-1
Kossuth and 9th
Lafayette, IN
February 2019



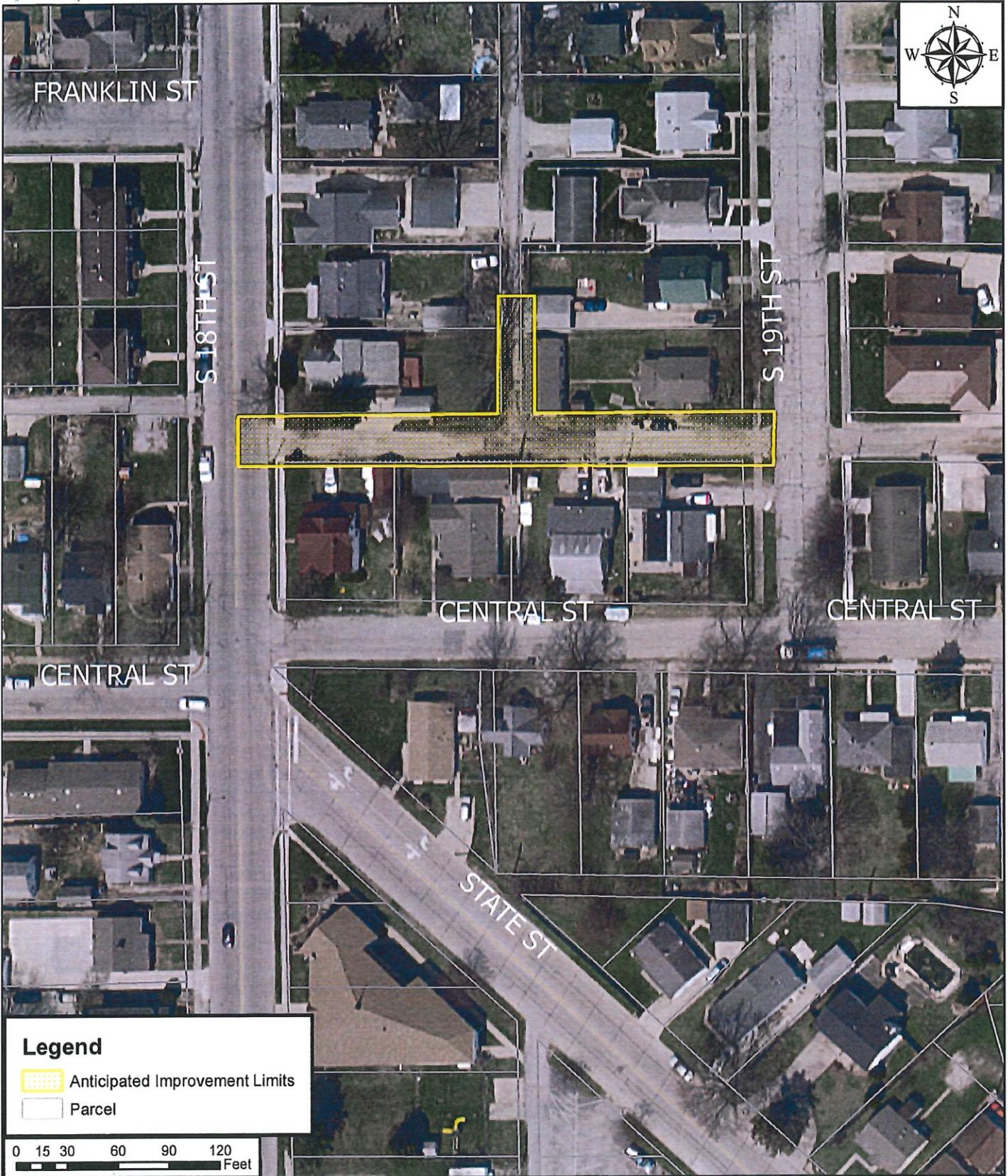
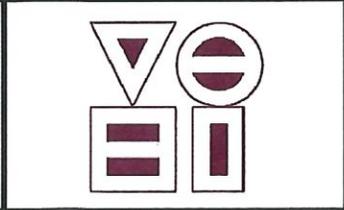


Exhibit A-2
Central and 18th
Lafayette, IN
February 2019





September 23, 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 Amendment 1 with VS Engineering regarding Mulberry Drive Drainage Improvements. This amendment incorporates work included detailed design of the Mulberry Drive Drainage Improvements design consisting of preparation of construction documents include detailed plans and project manual, project coordination, bidding assistance, and construction administration tasks. The original scope was drainage scoping memorandum.

VS Engineering will perform this work for a not-to-exceed increase of \$37,000, bringing the total contract amount to \$46,500. The contract was reviewed by the City Attorney and I recommend it for your approval.

Respectfully,

A handwritten signature in black ink, appearing to read "Brad W. Talley", is written over the printed name.

Brad W. Talley
Superintendent
Lafayette Renew





September 22, 2020

City of Lafayette
Board of Public Works
20 N. 6th Street
Lafayette, IN 47901

Re: Mulberry Drive Drainage Improvements
Amendment Letter with Standard Terms & Conditions

Who it concerns:

VS Engineering, Inc. (VS) is excited to continue to work closely with City of Lafayette.

Please find below our scope of services and associated fees for this amendment to the Mulberry Drive Drainage Improvement Projects (noted as Mulberry Drive Drainage Scoping Report in the original contract). The terms and conditions of the original contract dated February 11th 2020 apply to this amendment and the original contract has been attached for reference.

These services are to expand the detailed design for both project areas.

Scope of Services

This work included detailed design of the Mulberry Drive Drainage Improvements design. Work consisted of preparation of construction documents include detailed plans and project manual, project coordination, bidding assistance, and construction administration tasks. The original scope was drainage scoping memorandum.

Exhibit A includes a Schedule and Fee Summary.

INDIANAPOLIS

4275 North High School Road
Indianapolis, IN 46254
Phone: 317.293.3542

FORT WAYNE

10305-A Dawson's Creek Blvd.
Fort Wayne, IN 46825
Phone: 260.489.6635

EVANSVILLE

203 Main Street, Suite 102
Evansville, IN 47708
Phone: 812.401.0303

BLOOMINGTON

120 West 7th Street, Suite 306
Bloomington, IN 47404
Phone: 812.332.5944

LAFAYETTE

8 North 3rd Street, Suite 302
Lafayette, IN 47901
Phone: 765.742.0295

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,

Sanjay B. Patel, P.E.
President and CEO
VS Engineering, Inc.

Enclosures – Exhibit A Fee, Original Contract

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

CONSULTANT:
VS ENGINEERING, INC.

By: _____
Gary Henriott, President

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

(Date)

(Date)

By: _____
Norm Childress

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

(Date)

(Date)

By: _____
Amy Moulton

(Date)

By: _____
Cindy Murray

(Date)

By: _____
Ron Shriner

(Date)

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Phone: 765.742.0295

EXHIBITA
Schedule and Fee Summary

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

Amendment Schedule and Fee Summary

Description	Schedule	Amount
Survey	90 days from NTP	\$7,000.00
Detailed Design Services	Anticipate early 2021 bid, work will be complete at end of project construction and closeout	\$24,000.00
Bidding Services		3,500
Construction Admin. Services		2,500
TOTAL		\$ 37,000.00

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

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this 11th day of February, 2020, (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 or 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:

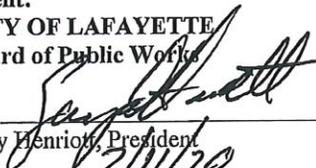
- A. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate 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.

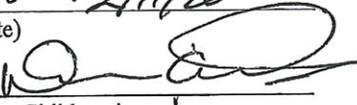
XV. EMPLOYMENT ELIGIBILITY VERIFICATION

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 Henriot, President
2/11/20
(Date)

By: 
Norm Childress
02/11/20
(Date)

By: 
Amy Moulton
02/11/2020
(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)

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
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

Attachment A-2

Mulberry Drainage Problem Area

Legend

-  3617 Mulberry Dr
-  Mulberry Drive Project Area





PURCHASING DEPARTMENT
Memorandum

To: Board of Public Works & Safety

From: Dave Payne, Purchasing Manager

Date: September 24, 2020

Subject: Declaration of Worthless Property

Worthless Property

Lafayette Renew is requesting the ZAPS analyzers listed below be declared as worthless property. The units are no longer supported by the manufacturer and replacements parts are no longer available. These items will be scrapped.

<u>Item</u>	<u>Model</u>	<u>Serial</u>
ZAPS Analyzer	LiquID	202027
ZAPS Analyzer	LiquID	LID1.6-016

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

All of which is approved this 29th day of September by the Board of Public Works & Safety.

Gary Henriott, President

Cindy Murray, Member

Ron Shriner, Member

Norm Childress, Member

Amy Moulton, Member

ATTEST:

Mindy Miller, 1st Deputy Clerk

Dated: _____, 2020



SPECIAL EVENT - PUBLIC PROPERTY USER APPLICATION & AGREEMENT



DO NOT USE FOR

* Contractor
vehicle permit

OR

* Single Day
Temporary Parking
Restriction
Request

DIRECTIONS

Step One:

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

Step Two:

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

User Information

Date of Event: Oct. 2, 2020 Time: From: 7 am/pm to: 7:30 am/pm

Name: Amber Thurman Organization: YWCA Greater Lafayette

Street Address: 605 N. 6th St

City: Lafayette State: IN Zip Code: 47901

Contact person(s): Amber Thurman Phone Number(s): 765-742-4375

Email: athurman@ywcalafayette.org thurde@ywcalafayette.org

Event Description: Light Up Riehle Plaza

Caterer: _____ Caterer's Phone Number: _____

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

- Big 4 Depot - Community Room Riehle Plaza John T. Myers Bridge
 City Right-of-way City Street Sidewalk Other _____

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

- Estimated Attendance: 200 Private Trash Hauler (must be removed by 8am following day)
 Street/Sidewalk/Right-of-way restriction or closure Food or Beverages
 Restroom Facilities (required for events 4+ hours) Tents/Canopies
 Alcohol (security is required) Security (required when serving alcohol)

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

Amusement & Entertainment Permit # _____ <http://www.in.gov/dhs/2795.htm>

Stage Fireworks Outdoor cooker/grill Other _____

Optional Equipment & Services:

- Traffic Control: barricades, **No Parking** signs, water barriers, **Road Closed** Signs \$25
- City Equipment: Trash totes, picnic tables, other \$25

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

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

Application submittal checklist

- Application
- Pre-event meeting (if required)
- Good Neighbor letter to neighboring properties (send out prior to Board of Works hearing)
- Letter of request to Board of Works (omit if only using Big Four Depot community room)
- Receipt – payment made to City of Lafayette
 - Damage Deposit: \$ _____ (required only when renting Depot)
 - Permit Fee: \$ 25 (fee waived when renting Depot)
 - Rental Fee: \$ _____
 - Equipment & Services: \$ _____ (optional)
- Certificate of Insurance
- Amusement & Entertainment Permit # _____
 Not sure if you need an A&E Permit? Want more information? Go to:
<http://www.in.gov/dhs/2795.htm> and see definition of A&E Permit in **Rule and Regulations** instructions found at the same link as the **Special Event Application**
- Traffic Control / Public Safety / Emergency Plan
- User Agreement
- Board of Public Works and Safety meeting (if required)

USER AGREEMENT:

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

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

"Lafayette Board of Works"

By: _____

"User"

By:  _____
Signature

Printed: Allison Beggs

Date: Sept. 17, 2020

YWCA IS ON A MISSION

Mindy Miller
1st Deputy Clerk
City Hall, 2nd Floor
20 N. 6th St.
Lafayette, IN 47901

September 17, 2020

Dear Ms. Miller,

YWCA Greater Lafayette is, once again, applying for a permit to Light Up Riehle Plaza for Breast Cancer Awareness Month. We are planning this year's event for Friday, Oct. 2, with a starting time of 7 p.m. The event will end with the lighting of the pink lights on the bridge at 7:30 p.m.

We are aware that the Fresh Air Eats Downtown event will be happening that night, but after conferring with several community leaders, all have agreed that the two events will be complementary.

The brief ceremony outdoors at Riehle Plaza involves the mayors, a representative of our Women's Cancer Program and a breast cancer survivor. Dancers from YWCA and DMG Star City Dancers will perform. The purpose of the event is to raise awareness, celebrate survivors and remember those who have died. There is no fund raising involved.

Sincerely,



Allison Beggs, President and CEO
YWCA Greater Lafayette

eliminating racism
empowering women
ywca

Greater Lafayette
605 N. 6th St. Lafayette, IN 47901
P 765.742.0075
ywcalafayette.org

MISCELLANEOUS PAYMENT RECPT#: 2319189
City of Lafayette, IN
20 N 6th St
Lafayette IN 47901

DATE: 09/17/20 TIME: 13:15
CLERK: sscott DEPT:
CUSTOMER#: 999
MISC CUSTOMER
COMMENT: LIGHT UP RIEHLE PLAZ

CHARGES:
APG1 APPLICATION FEE 25.00
AMOUNT PAID: 25.00

PAID BY: YWCA
PAYMENT METH: CHECK
078314

REFERENCE:

AMT TENDERED: 25.00
AMT APPLIED: 25.00
CHANGE: .00

September 21, 2020

Lafayette Board of Works and Public Safety
20 N 6th Street
Lafayette IN 47901

RE: Fresh Air Eats – Downtown Outdoor Dining Extension Request

Dear Members:

On behalf of the Friends of Downtown and participating restaurants, **we are requesting to extend the above activity an additional four weekends through November 1st (weather permitting) and have this considered for meeting on September 29th 9:00 a.m., City Hall, 20 N 6th Street, Lafayette IN.**

It has been an outstanding success, exceeding our expectations and helping to sustain many restaurants and eateries during this challenging time due to the COVID-19 pandemic. We sincerely appreciate your support. This letter has been circulated to all interested parties in the downtown area.

If you have any questions or need additional information, please do not hesitate to contact Steve Bultinck at 765/430-2325 or Dennis Carson at 765/807-1090. Thank you.

Downtown Dining Committee
Dennis Carson
Steve Bultinck
Ken McCammon
Scott Trzaskus
Greg Emig

cc: Downtown Outdoor Dining Project Group

Public comment can be submitted to the City of Lafayette Clerk's office at clerks@lafayette.in.gov or 765/807-1021 or in person during meeting noted above.